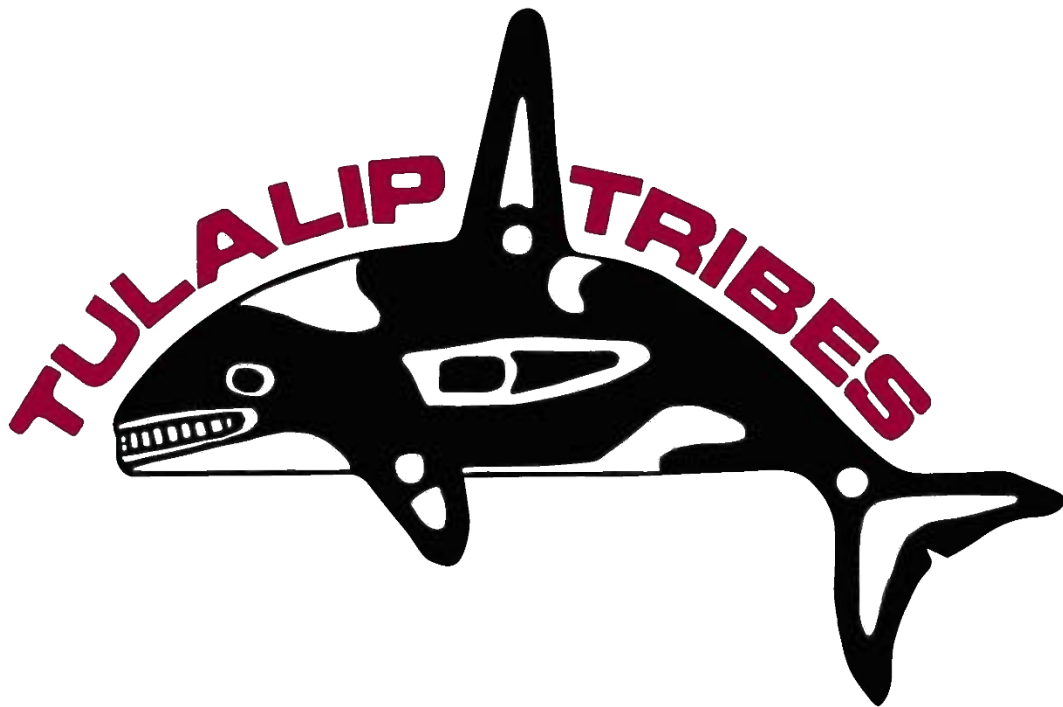


**The Consolidated Borough
of
Quil Ceda Village**



**Quil Ceda Village 19th Ave
Water Distribution Improvements Phase 1
Bid Solicitation No. QCV-UTL-024-001**

**Contract Documents
Division 0 through 9
March 2024**

**Quil Ceda Village 19th Ave
Water Distribution Improvements Phase 1
Quil Ceda Village Project No.: QCV-UTL-024-001
Contract Documents**

Prepared for

The Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694

Prepared by

Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
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www.parametrix.com

March 2024

Parametrix No. 216-1598-148


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CERTIFICATION

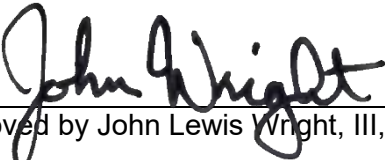
The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by John Lewis Wright, III, PE



Checked by Mike Ollivant, PE



Approved by John Lewis Wright, III, PE

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Division 0

Bidding Requirements,
Contract Forms, and
Conditions of Contract

The Consolidated Borough of Quil Ceda Village

Notice to Bidders

Sealed bid proposals will be received by the Consolidated Borough of Quil Ceda Village's Office located at 8802 27th Avenue NE, Tulalip, Washington 98271-9694 for the following Project:

Consolidated Borough of Quil Ceda Village Project No.: QCV-UTL-024-001

The Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1 project in accordance with the Drawings and Specifications prepared by: Parametrix 253-604-6759, jwright@parametrix.com. The Utilities Manager for the Project is Jereme Gobin, 360-716-5000, jeremegobin@tulaliptribes-nsn.gov.

The Work includes construction of approximately 2,160 linear feet of restrained 18-inch-diameter Class 52 ductile iron pipe and associated restrained fittings, 140 linear feet of restrained 12-inch-diameter Class 52 ductile iron and associated restrained fittings, one 18-inch butterfly valve, one 18-inch gate valve, two fire hydrant assemblies, and three combined air/vac valve assemblies beginning at the Quil Ceda Village Utilities Department Pump Station, then continuing east along Magazine Road to the 105th St NE and 27th Ave NE intersection, and connect to the existing 18-inch water main. The Work also includes two connections to the existing water system, temporary erosion and sediment control, roadway/trench restoration, 1,200 linear feet gravel road, and two culvert crossings. Pipe installation within existing gravel and paved roadways shall be restored in kind.

The project is in an area with a high ground water table. The Contractor shall design and construct a dewatering system as described in Section 6-20.3(2)D.

Native American Preference related to contracting, subcontracting, and suppliers in the project is required and must meet The Tulalip Code, Chapter 9.05.

Sealed bids will be received for: Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1 until April 11, 2024, at 10:00 am, at which time, all bids will be opened and read aloud at the Consolidated Borough of Quil Ceda Village's Office. All required bid documentation shall be submitted to the Consolidated Borough of Quil Ceda Village's Office by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to the Tulalip TERO Site: <https://www.tulaliptero.com/InvitationToBid/TheTulalipTribes> or the Builders Exchange Site: www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Tribal Agencies – Tulalip Tribes – Public Works". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors

and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

The Consolidated Borough of Quil Ceda Village

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Consolidated Borough of Quil Ceda Village with a completed and signed Confidentiality Agreement as set forth herein. Successful Bidder shall also provide the Consolidated Borough of Quil Ceda Village with a Confidentiality Agreement Completed and signed by all lower tier contractors and/or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information (“Confidential Information”) regarding the Consolidated Borough of Quil Ceda Village for the Project identified as Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1, Quil Ceda Village Project No.: QCV-UTL-024-001 (“Project”). “Confidential Information” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Consolidated Borough of Quil Ceda Village.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any “Confidential Information” regarding this “Project” to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Consolidated Borough of Quil Ceda Village.

Agreed to and accepted:

Signature: _____

Title: _____

Printed Name: _____

DATE: _____

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The Consolidated Borough of Quil Ceda Village

INSTRUCTIONS TO BIDDERS

The Consolidated Borough of Quil Ceda Village hereby invite you to submit a Bid Proposal for this project.

Article 1 Contract Information

Article 2 Bidding Procedures

Article 3 Bid Opening & Consideration of Bids

Article 4 Withdrawal of Bid

Article 5 Bid Estimate

Article 6 Bid Guaranty and Contract Bond

Article 7 Contract Award and Execution

Article 8 Applicable Law and Forum

ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

- 1.1.1 The Consolidated Borough of Quil Ceda Village’s Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and to give preference to Indians in contracting goods and services. Bidders and must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.
- 1.1.2 With respect to each Project / Contract of \$10,000 or more, operating within the exterior boundaries of the Tulalip Reservation or on Tribal Projects off the Reservation, the Contractor shall pay a onetime Fee of 1.75% of the total Project / Contract cost, i.e., equipment labor, materials and operations and any increase of the Contract / Project or Subcontract amount. If the Contractor initially enters into a Contract of less the \$10,000, but subsequent changes in the Work increases the total Contract / Project amount to \$10,000 or more, the TERO Fee shall apply to the total amount including increases.
- 1.1.3 The General Contractor shall be responsible for paying all TERO fees, including those attributable to the subcontractors. The fee shall be due in full prior to commencement of any work under the Contract / Project. However, where good cause is shown, the TERO Representative may authorize the General Contractor to pay said fee in installments over the course of the contract, when:
 - 1.1.3.1 The decision whether to authorize an alternative arrangement, which, if allowed, shall be in writing, shall rest solely with the discretion of the TERO Representative.

- 1.1.4 Whenever an employer or union would be required by any provision of The Tulalip Code, Chapter 9.05 – TERO Code to give preference in employment, such preference shall be given to the following persons in the following enumerated order:
- a) Enrolled Tulalip Tribal Members
 - b) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
 - c) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
 - d) Spouse of federally recognized Native American
 - e) Regular current employees of the all Tulalip Tribal entities
 - f) Other

Where prohibited by applicable Federal law or contractual agreements, the above order of preference shall not apply. In such cases, preference shall be given in accordance with the applicable Federal law or contract.

- 1.1.5 The preference requirements contained in The Tulalip Code, Chapter 9.05 – TERO Code shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting contract agreements.
- 1.1.6 For more information about The Tulalip Code, Chapter 9.05 – TERO Code, contact the Tulalip Tribes” TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com>.
- 1.1.7 The following requirements apply to the Bid Award Criteria and Procedures for the Project:
- 1.1.7.1 The bidding is open to all contractors meeting the requirements of RCW.
 - 1.1.7.2 The Contract will be awarded based on competitive bidding process detailed in these instructions and the Tulalip Code.
 - 1.1.7.3 Minimum TERO Participation Requirements for Employment:
 - 1.1.7.3.1 A minimum of thirty percent (30%) of the entire project work force shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 – TERO Code.
 - 1.1.7.3.2 The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.
 - 1.1.7.3.3 Bidders are encouraged to exceed the minimum requirement for employment.

- 1.1.7.4 Not Used.
- 1.1.7.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.7.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.7.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B, pursuant to paragraph IB 3.5.6.
- 1.1.7.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.7.

1.2 NOT USED.

1.3 GIVING NOTICE

- 1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
 - 1.3.1.1 All notices provided to the Bidder from the Construction Manager shall be copied to the Engineer.
 - 1.3.1.2 All notices provided to the Bidder from the Engineer shall be copied to the Construction Manager.
 - 1.3.1.3 All notices provided to the Engineer from the Bidder shall be copied to the Construction Manager.
 - 1.3.1.4 All notices provided to the Construction Manager from the Bidder shall be copied to the Engineer.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

- 1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph IB 1.3.1.
- 1.4.2 Notice of withdrawal of a bid may be given by facsimile transmission provided an original signed document is received within three (3) business days of the facsimile transmission.

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- 2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
 - 2.1.3.1 The condition, layout and nature of the Project site and surrounding area;
 - 2.1.3.2 The availability and cost of labor;
 - 2.1.3.3 The availability and cost of materials, supplies and equipment;
 - 2.1.3.4 The cost of temporary utilities required in the bid;
 - 2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
 - 2.1.3.6 The generally prevailing climatic conditions;
 - 2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Consolidated Borough of Quil Ceda Village and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder's own borings, test excavations and other subsurface information upon request made to the Construction Manager not less than ten (10) days prior to the opening of the bids.

2.2 PRE-BID MEETING

- 2.2.1 No Pre-Bid meeting will be held.

2.3 INTERPRETATION

- 2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the current International Building Code, the Bidder shall submit a written request to the Engineer, through the Construction Manager, for an interpretation or clarification.
- 2.3.1.1 The Bidder shall be responsible for prompt delivery of such request.
- 2.3.1.2 In order to prevent an extension of the bid opening, the Bidder is encouraged to make all requests for interpretation or clarification a minimum of seven (7) days before the bid opening.
- 2.3.2 If the Engineer determines that an interpretation or clarification is warranted, the Engineer shall issue an Addendum and the Construction Manager shall provide a copy to each person of record holding Contract Documents in accordance with paragraph IB 1.3. Any Addendum shall be deemed to have been validly given if it is delivered via facsimile, issued and mailed, or otherwise furnished to each person of record holding the Contract Documents. If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.
- 2.3.3 Any interpretation or clarification of the Contract Documents made by any person other than the Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.
- 2.3.4 The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.

2.4 STANDARDS

- 2.4.1 The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind quality or performance requirement shall be known as Standards and all bids shall be based upon those Standards.
- 2.4.2 Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.5 NOT USED.

2.6 BID FORM

- 2.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.
- 2.6.1.1 Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.
- 2.6.1.2 Unless the Bidder withdraws the bid as provided in IB Article 4, the Bidder will be required to comply with all requirements of the Contract Documents,

regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

- 2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.
- 2.6.2.1 The Bidder shall show bid amounts for the Total Base Bid and any Alternate(s) in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.
- 2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.
- 2.6.3 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Consolidated Borough of Quil Ceda Village reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.
- 2.6.3.1 If no change in the bid amount is required, indicate "No Change" or "\$0 dollars".
- 2.6.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected.
- 2.6.3.3 If an Alternate is not selected, an entry by a Bidder as listed in paragraph IB 2.6.3.2 on that Alternate will not, by itself, render a Bidder nonresponsive.
- 2.6.3.4 In a combined bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the bid to be rejected as nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.
- 2.6.4 Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.
- 2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Consolidated Borough of Quil Ceda Village executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

- 2.7.1 A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:
 - 2.7.1.1 If the Bid is restricted to certified Tulalip Tribal Member NAOBs or NAOBs, then Bidder shall submit evidence of certification from the Tulalip Tribes TERO office as being a certified NAOB for the identified NAOB category.
 - 2.7.1.2 A Bid Guaranty as provided in paragraph IB 6.1.
 - 2.7.1.3 A Power of Attorney of the agent signing for a Surety which is licensed in Washington, when a Bid Guaranty and Contract Bond is submitted.
 - 2.7.1.4 Native American Owned Business Written Confirmation Documentation for each Tulalip Tribal Member NAOB and NAOB firm listed on the Bidder's Bid Form.

2.8 UNIT PRICES

- 2.8.1 When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.
- 2.8.2 Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.
- 2.8.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.
- 2.8.4 The Bidder agrees that the Consolidated Borough of Quil Ceda Village may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.
- 2.8.5 Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.
- 2.8.6 If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Consolidated Borough of Quil Ceda Village or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

2.9 CHANGE IN THE BID AMOUNT

- 2.9.1 Any change to a previously submitted bid shall be made in writing and must be received by the Consolidated Borough of Quil Ceda Village before the time scheduled for the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open the bids.

- 2.9.2 Changes shall provide an amount to be added or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.
- 2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the bid shall not be opened or considered for award of a Contract.

2.10 COPIES OF THE DRAWINGS AND SPECIFICATIONS

- 2.10.1 The Contractor shall maintain at the Project site the permits and one (1) complete set of Drawings and Specifications approved by the Tribes, city, local or state building department having lawful jurisdiction over the project.
- 2.10.2 Unless otherwise specified in the Contract Documents, the Engineer, through the Construction Manager, shall furnish to the Contractor, free of charge, four (4) sets of Drawings and Specifications if the Contract price is \$500,000 or less, and seven (7) sets of Drawings and Specifications if the Contract price is in excess of \$500,000.

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

- 3.1.1 It is the responsibility of the Bidder to submit the bid to the Consolidated Borough of Quil Ceda Village at the designated location prior to the time scheduled for bid opening.
- 3.1.2 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the scope of Work or Contract and the date of the bid opening shown on the envelope.
- 3.1.3 No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open the bids.

3.2 BID OPENING

- 3.2.1 Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read aloud and the tabulation made public.
- 3.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.
- 3.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

3.3 BID OPENING EXTENSION

- 3.3.1 If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

3.4 BID EVALUATION CRITERIA

- 3.4.1 The Consolidated Borough of Quil Ceda Village reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Consolidated Borough of Quil Ceda Village determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 or the most responsive and responsible Bidder pursuant to paragraph IB 3.5.2 The Consolidated Borough of Quil

Ceda Village reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

- 3.4.2 The Consolidated Borough of Quil Ceda Village may reject the bid of any Bidder who has engaged in collusive bidding.
- 3.4.3 The Consolidated Borough of Quil Ceda Village reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.
- 3.4.4 The Consolidated Borough of Quil Ceda Village may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders pursuant to paragraph IB 3.5.8, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Consolidated Borough of Quil Ceda Village may determine.

3.5 BID EVALUATION PROCEDURE

- 3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Consolidated Borough of Quil Ceda Village, unless Bidders are advised during the bidding process award will be made pursuant to paragraph IB 3.5.2, or all bids will be rejected in accordance with applicable Tribal Ordinances or Codes.
 - 3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Consolidated Borough of Quil Ceda Village shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Consolidated Borough of Quil Ceda Village determines to accept.
 - 3.5.1.2 If the Request for Bid Proposal is not restricted to certified NAOB firms preference in the Bid Award will be given to the certified NAOB firm with the lowest responsive bid if that bid is within budgetary limits established for the project or activity for which the bids are being taken and no more than "X" higher than the bid prices of the lowest responsive bid from any certified non-NAOB bidder as set forth in The Tulalip Code, Chapter 9.05 – TERO Code paragraph 9.05.340 (3).
 - 3.5.1.3 The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.
 - 3.5.1.4 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Consolidated Borough of Quil Ceda Village reserves the right to select one Bidder in the following manner:
 - 3.5.1.4.1 If the Request for Bid Proposal is restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

- 3.5.1.4.2 If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.
 - 3.5.1.4.3 If the Request for Bid Proposal is not restricted to NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.
- 3.5.2 When listing “Preferred Employees” related to Section I – KEY EMPLOYEES OF BIDDER shall only list KEY “Preferred Employees” committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.2.1 Key Employees are employees who are in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer.
 - 3.5.2.2 To be eligible for the award of points under this section Preferred Key Employees of Bidder shall be employed by the Bidder on the Project for 100% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.3 When listing “Preferred Employees” related to Section II – PREFERRED EMPLOYEES Bidder shall only list the number of “Preferred Employees” by each trade committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.3.1 To be eligible for the award of points under this section Preferred Employees shall be employed by the Bidder on the Project for a minimum of 80% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.4 Bidder shall not list the name of a “Preferred Employee” in more than one section. Should a “Preferred Employee” be listed in more than one section (i.e., Section I or II) the so named “Preferred Employee” will only be considered under Section I – KEY EMPLOYEES as a basis for award of points.
- 3.5.5 When listing lower tiered subcontractors and or suppliers related to Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) Bidder shall identify the type of enterprise or organization Bidder intends to contract with in the columns titled “Type of Lower-Tier”. If Bidder intends to subcontract a certain portion of the work with a certified NAOB subcontractor, Bidder shall so designate by placing an “X” in the column titled “SUB” (abbreviated for subcontractor). If Bidder intends to purchase a certain portion of the work through a certified NAOB material supplier, Bidder shall so designate by placing an “X” in the column titled “SUP” (abbreviated for supplier). Bidder shall be awarded 100% of the value of the work subcontracted with a certified NAOB and ten-percent (10%) of the value of the work purchased through a certified NAOB material supplier in the determination of awarded points related to Section IV.
 - 3.5.5.1 It is the expressed intent of paragraph IB 3.5.6 to encourage Bidders to contract with certified NAOB Firms in which the Bidder and enterprise or

- organization have no proprietary relationship (“Unrelated NAOB”). Points will only be awarded for contracting with Unrelated NAOB Firms.
- 3.5.5.2 In determining the award of points under paragraph IB 3.5.6, Lower tiered NAOB Firms shall have no proprietary relationship with other lower tiered NAOB Firms.
- 3.5.5.3 In determining the award of points under paragraph IB 3.5.6, equipment (unoperated) and tool rentals shall be considered as a supplier. Trucking (Dump, Low-boy, Long haul, etc.) and Operated Equipment Rental shall be considered as a subcontractor.
- 3.5.5.4 When Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) is further defined by paragraph IB 1.1.7, which may include minimum requirements for contracting with Tulalip Tribal Member NAOB firms and NAOB firms, the provisions of paragraph IB 3.5.6 shall be applied to Tulalip Tribal Member NAOB and NAOB categories as defined by The Tulalip Code, Chapter 9.05 – TERO Code.
- 3.5.6 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
- 3.5.6.1 Whether the Bidder’s bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.
- 3.5.6.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
- 3.5.6.3 Preferences required by Tribal Ordinances, Codes, or Laws;
- 3.5.6.4 The experience of the Bidder;
- 3.5.6.5 The financial condition of the Bidder;
- 3.5.6.6 The conduct and performance of the Bidder on previous contracts;
- 3.5.6.7 The facilities of the Bidder;
- 3.5.6.8 The management skills of the Bidder;
- 3.5.6.9 The ability of the Bidder to execute the Contract properly;
- 3.5.6.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.
- 3.5.6.11 Bidder’s commitment to Safety and worker training.
- 3.5.7 The Construction Manager may obtain from the lowest or most responsive and responsible Bidder, as applicable, and such other Bidders as the Construction Manager determines to be appropriate any information appropriate to the consideration of factors showing responsibility, including without limitation the following:
- 3.5.7.1 The two most responsive and responsible bidders will be requested to submit further documentation for both TERO Preferred Employment and the Tulalip Tribal Member NAOB and NAOB Subcontractor and Suppliers utilization commitments listed on the Bidder’s Bid Form.

- 3.5.7.1.1 Supplemental Documentation to be submitted to for each TERO Preferred Employee listed on the Bid Proposal Forms includes, but is not limited to:
 - 3.5.7.1.1.1 Proof of Enrollment issued by a Federally Recognized Indian Tribe or Alaska Native Corporation; or
 - 3.5.7.1.1.2 A signed letter issued by the Tulalip TERO Office certifying that the listed individuals are Preferred Employees.
 - 3.5.7.1.1.3 Bidders shall provide a project staffing plan or a manpowered loaded schedule for the project identifying when the Preferred Employees will be employed on the project and the duration thereof.
- 3.5.7.1.2 Additional information to be submitted to for each NAOB listed on the Bid Form includes, but is not limited to:
 - 3.5.8.1.2.1 Correct business name, federal employee identification number (if available), and mailing address.
 - 3.5.7.1.2.2 List of all bid items assigned to each successful Tulalip Tribal Member NAOB or NAOB firm, including unit prices and extensions (if applicable).
 - 3.5.7.1.2.3 Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB firm specifying the distinct elements of work to be performed by the Tulalip Tribal Member NAOB or NAOB firm and including the dollar value of the Tulalip Tribal Member NAOB or NAOB firm's portion.
 - 3.5.7.1.2.4 Submit evidence of certification for the Tulalip Tribal Member NAOB or NAOB.
- 3.5.7.1.3 Total amounts shown for each Tulalip Tribal Member NAOB or NAOB firm shall not be less than the amount shown on the Bid Form. This submittal, showing the Tulalip Tribal Member NAOB or NAOB firm work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal Member NAOB or NAOB utilization certified on the Bid Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included on the Bid Form will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.
- 3.5.7.2 Overall experience of the Bidder, including number of years in business under present and former business names;
- 3.5.7.3 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the

nature and value of each contract and a name/address/phone number for each owner;

- 3.5.7.4 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA, WISHA or other regulating entity issues or citations in the last ten (10) years;
 - 3.5.7.5 Certified financial statement and bank references;
 - 3.5.7.6 Description of relevant facilities of the Bidder;
 - 3.5.7.7 Description of the management experience of the Bidder's project manager(s) and superintendent(s);
 - 3.5.7.8 Complete list of subcontractors which the Bidder proposes to employ on the Project;
 - 3.5.7.9 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
 - 3.5.7.10 Worker's Compensation Rating for current and previous 5 years; and
 - 3.5.7.11 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract.
- 3.5.8 Each such Bidder's information shall be considered separately and not comparatively. If the lowest or most responsive Bidder, as applicable, is responsible, the Contract shall be awarded to such Bidder or all bids are rejected.
- 3.5.9 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Consolidated Borough of Quil Ceda Village shall follow the procedure set forth in paragraph IB 3.5.8 with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded, all bids are rejected or all Bidders are determined to be not responsible unless award of the Contract was based upon a "Weight of Award" points system as defined in paragraph 3.5.2.

3.6 REJECTION OF BID BY THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

- 3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Consolidated Borough of Quil Ceda Village shall reject such Bidder and notify the Bidder in writing by certified mail of the finding and the reasons for the finding.
- 3.6.2 A Bidder who is notified in accordance with paragraph IB 3.6.1 may object to such Bidder's rejection by filing a written protest which must be received by the Consolidated Borough of Quil Ceda Village, through the Construction Manager, within five (5) days of the notification provided pursuant to paragraph IB 3.6.1.
- 3.6.3 Upon receipt of a timely protest, representatives of the Consolidated Borough of Quil Ceda Village shall meet with the protesting Bidder to hear the Bidder's objections.
 - 3.6.3.1 No award of the Contract shall become final until after the representatives of the Consolidated Borough of Quil Ceda Village have met with all Bidders

who have timely filed protests and the award of the Contract is affirmed by the Consolidated Borough of Quil Ceda Village.

- 3.6.3.2 If all protests are rejected in the Consolidated Borough of Quil Ceda Village's discretion the award of the Contract shall be affirmed by the Consolidated Borough of Quil Ceda Village or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

- 3.7.1 The Consolidated Borough of Quil Ceda Village shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.
- 3.7.2 The Consolidated Borough of Quil Ceda Village reserves the right to rescind any Notice of Intent to Award if the Consolidated Borough of Quil Ceda Village determines the Notice of Intent to Award was issued in error.

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

- 4.1.1 A Bidder may withdraw a bid after the bid has been received by the Consolidated Borough of Quil Ceda Village, provided the Bidder makes a request in writing and the request is received by the Consolidated Borough of Quil Ceda Village prior to the time of the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open bids.

4.2 WITHDRAWAL AFTER BID OPENING

- 4.2.1 All bids shall remain valid and open for acceptance for a period of, at least, 60 days after the bid opening; provided, however, that within two (2) business days after the bid opening, a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, provided the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.
- 4.2.1.1 Notice of a request to withdraw a bid must be made in writing filed with the Consolidated Borough of Quil Ceda Village, through the Construction Manager, within two (2) business days after the bid opening.
- 4.2.1.2 No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.
- 4.2.2 If a bid is withdrawn under paragraph IB 4.2.1, the Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder the Consolidated Borough of Quil Ceda Village determines to be the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and advertise for other bids. If the Consolidated Borough of Quil Ceda Village advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Consolidated Borough of Quil Ceda Village finds that such costs would not have been incurred but for such withdrawal.

4.2.3 A Bidder may withdraw the Bidder's bid at any time after the period described in paragraph IB 4.2.1 by written notice to the Consolidated Borough of Quil Ceda Village.

4.3 REFUSAL BY THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE TO ACCEPT WITHDRAWAL

4.3.1 If the Consolidated Borough of Quil Ceda Village intends to contest the right of a Bidder to withdraw a bid pursuant to paragraph IB 4.2.1, a hearing shall be held by one or more representatives of the Consolidated Borough of Quil Ceda Village within ten (10) days after the bid opening and an order shall be issued by the Consolidated Borough of Quil Ceda Village allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Consolidated Borough of Quil Ceda Village, through the Construction Manager, shall give the withdrawing Bidder timely notice of the time and place of any such hearing.

4.3.1.1 The Consolidated Borough of Quil Ceda Village shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4 REFUSAL BY BIDDER TO PERFORM

4.4.1 If the Consolidated Borough of Quil Ceda Village denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Consolidated Borough of Quil Ceda Village may reject all bids or award the Contract to the next lowest or most responsive and responsible Bidder, as applicable.

4.5 EFFECT OF WITHDRAWAL

4.5.1 No Bidder who is permitted, pursuant to paragraph IB 4.2.1, to withdraw a bid, shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the Consolidated Borough of Quil Ceda Village.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Consolidated Borough of Quil Ceda Village in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

ARTICLE 5 – BID ESTIMATE

5.1 BID TOTALS

5.1.1 No Contract shall be entered into if the price of the Contract, or if the Project involves multiple Contracts where the total price of all Contracts for the Project, is in excess of ten (10) percent above the entire estimate.

5.2 SUBSTANTIALLY LOW BID

5.2.1 No Bidder shall be responsible if the Bidder's bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is \$100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract where the estimate is less than \$100,000, unless the following procedures are followed.

- 5.2.1.1 The Construction Manager and the Engineer conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Engineer shall submit a written summary of the interview to the Consolidated Borough of Quil Ceda Village.
- 5.2.1.2 The Consolidated Borough of Quil Ceda Village reviews and approves the Bidder's responsibility pursuant to paragraph IB 3.5.8.
- 5.2.1.3 The Construction Manager notifies the Bidder's Surety, if applicable, in writing that the Bidder with whom the Consolidated Borough of Quil Ceda Village intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

ARTICLE 6 – BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

- 6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to the Consolidated Borough of Quil Ceda Village, in the form of either:
 - 6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or
 - 6.1.1.2 The signed Bid Proposal Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or
 - 6.1.1.3 A cashier's check in the amount of five (5) percent of the Base Bid plus add Alternates.
 - 6.1.1.4 If Bidder elects to file with the bid a Bid Guaranty under paragraph IB 6.1.1.3 Bidder shall also file with the bid a signed Statement of Intended Surety contained in the Contract Documents.
- 6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Consolidated Borough of Quil Ceda Village and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for execution of the Contract Form, within the time specified in the Contract Documents. Any Bid Guaranty must be payable to the Consolidated Borough of Quil Ceda Village.
- 6.1.3 If the blank line on the Bid Guaranty and Contract Bond or Bid Proposal Bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus add Alternates. If the blank line is filled in, the amount must not be less than the full amount of the Base Bid plus add Alternates, stated in dollars and cents. A percentage is not acceptable.
- 6.1.4 The Bid Guaranty and Contract Bond or Bid Proposal Bond must be signed by an authorized agent, with Power of Attorney, from the Surety. The Bid Guaranty and Contract Bond or Bid Proposal Bond must be issued by a Surety licensed to transact business in the State of Washington.
- 6.1.5 Bid Guaranties will be returned to all unsuccessful Bidders 90 days after the bid opening. If used, the cashier's check will be returned to the successful Bidder upon compliance with all conditions precedent for execution of the Contract Form.

6.2 FORFEITURE

- 6.2.1 If for any reason, other than as authorized by paragraph IB 4.2.1 or paragraph IB 6.3, the Bidder fails to execute the Contract Form, and the Consolidated Borough of Quil Ceda Village awards the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, the Bidder who failed to enter into a Contract shall be liable to the Consolidated Borough of Quil Ceda Village for the difference between such Bidder's bid and the bid of the next lowest or most responsive Bidder, as applicable, or for a penal sum not to exceed five (5) percent of the bid amount, whichever is less.
- 6.2.2 If the Consolidated Borough of Quil Ceda Village then awards a Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, and such Bidder also fails or refuses to execute the Contract Form, the liability of such lowest or most responsive and responsible Bidder, as applicable, shall, except as provided in paragraph IB 6.3, be the amount of the difference between the bid amounts of such lowest or most responsive Bidder, as applicable, and another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, but not in excess of the liability specified in paragraph IB 6.2.1. Liability on account of an award to each succeeding lowest or most responsive and responsible Bidder, as applicable, shall be determined in like manner.
- 6.2.3 If the Consolidated Borough of Quil Ceda Village does not award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, but resubmits the Project for bidding, the Bidder failing to execute the Contract Form shall, except as provided in paragraph IB 6.3, be liable to the Consolidated Borough of Quil Ceda Village for a penal sum not to exceed five (5) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.

6.3 EXCEPTION TO FORFEITURE

- 6.3.1 A Bidder for a Contract costing less than \$500,000 may withdraw a bid from consideration if the Bidder's bid for some other Contract costing less than \$500,000 has already been accepted, if the Bidder certifies in good faith that the total price of all such Bidder's current contracts is less than \$500,000, and if the Bidder's Surety, if applicable, certifies in good faith that the Bidder is unable to perform the subsequent contract because to perform such Contract would exceed the Bidder's bonding capacity.
- 6.3.2 If a bid is withdrawn pursuant to paragraph IB 6.3.1, the Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and resubmit the Project for bidding, and neither the withdrawing Bidder nor such Bidder's Surety, as applicable, shall be liable for the difference between the Bidder's bid and that of another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, for a penal sum, or for the

costs of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders.

6.4 CONTRACT BOND

- 6.4.1 If the Bidder executes the Contract Form, the Bidder shall, at the same time, provide a Bond meeting the requirements of the Contract Documents, unless the Bidder provided an acceptable Bid Guaranty and Contract Bond at the time of the bid opening. A "A- VII" or better Best Rated Surety Company shall issue the required bond.
- 6.4.2 The Bond shall be in the full amount of the Contract to indemnify the Consolidated Borough of Quil Ceda Village against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract.
- 6.4.3 The Bond shall be supported by a Power of Attorney of the agent signing for a Surety. The Bond shall be supported by a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington.

6.5 NOT USED

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

- 7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.
 - 7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award shall be cause for the Consolidated Borough of Quil Ceda Village to cancel the Notice of Intent to Award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, or resubmit the Contract for bidding, at the discretion of the Consolidated Borough of Quil Ceda Village.
 - 7.1.1.2 The Consolidated Borough of Quil Ceda Village may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

- 7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid is accepted by the

Consolidated Borough of Quil Ceda Village and with respect to whom the Consolidated Borough of Quil Ceda Village awards and executes a Contract.

7.2.1.1 If the Contract is awarded and the Contract Form is executed within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.

7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Consolidated Borough of Quil Ceda Village is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.

7.2.1.3 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, no request for increased costs will be granted.

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

7.3.1 Bond, if required. To support the Bond, a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington;

7.3.2 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;

7.3.3 Certificate of Insurance (ISO general liability form CG 2010 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state The Tulalip Tribes of Washington, Consolidated Borough of Quil Ceda Village, and the State of Washington are named as "Additional Insureds" to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village." The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Consolidated Borough of Quil Ceda Village reserves the right to request a certified copy of the Contractor's insurance policies meeting the requirements of GC Article 12;

7.3.4 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;

7.3.5 Contractor signed Contract Form;

7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;

7.3.7 Current Tulalip Tribes Business License; and

7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

7.4.1 The Consolidated Borough of Quil Ceda Village shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor

shall, within ten (10) days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:

- 7.4.1.1 Contract Cost Breakdown;
- 7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;
- 7.4.1.3 Outline of qualifications of the proposed superintendent; and
- 7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

- 8.1.1 The Tribal Court of the Tulalip Tribes of Washington shall have exclusive jurisdiction over any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Tribal Court of the Tulalip Tribes of Washington and the Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the State of Washington.

8.2 FORUM FOR MONEY DAMAGES

- 8.2.1 The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding by the Contractor or the Contractor's Surety, if applicable, for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.

The Consolidated Borough Of Quil Ceda Village

BID PROPOSAL FORM

Project Name: Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1 Date of Bid: _____

Location of Project: 8802 27th Avenue NE
Tulalip, Washington 98271-9694

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

YES _____ If Yes, Percentage (%) of Indian Ownership: _____ **NO** _____

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer and The Consolidated Borough Of Quil Ceda Village for the above-referenced Project, and the following Addenda:

ADDENDA ACKNOWLEDGED (Enter Addenda Number and Date of Addenda below):

- 1. _____ 2. _____
- 3. _____ 4. _____

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

BASE BID FOR PACKAGE NO. QCV-UTL-024-001 Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1

Refer to Division 0, TERO Code, and Special Provisions, Section 1-07.2 State Taxes, for application of TERO and Taxes on all schedules

BID SCHEDULE

THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE QUIL CEDA VILLAGE 19TH AVE WATER DISTRIBUTION IMPROVEMENTS PHASE 1 SCHEDULE OF PRICES

**(Work Within Tribal Reservation Boundary
 Washington State Sales Tax Does Not Apply)**

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	1-04	MINOR CHANGE	FA	1	\$50,000	\$50,000
2	1-05	UTILITY SURVEYING	LS	1	\$	\$
3	1-05	RECORD DRAWINGS (Minimum bid \$2,000)	LS	1	\$	\$
4	1-07	SPCC PLAN	LS	1	\$	\$
5	1-08	SUSPENSION OF WORK	DAY	3	\$	\$
6	1-09	MOBILIZATION	LS	1	\$	\$
7	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
8	2-01	CLEARING AND GRUBBING	LS	1	\$	\$
9	2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
10	2-02	POTHOLE EXISTING UTILITY	EACH	15	\$	\$
11	2-02	REMOVING ASPHALT CONC. PAVEMENT	SY	60	\$	\$
12	2-03	ROADWAY EXCAVATION INCL. HAUL	CY	400	\$	\$
13	2-03	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	200	\$	\$
14	2-03	GRAVEL BORROW INCL. HAUL	TON	370	\$	\$
15	2-09	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$50,000	\$50,000
16	2-09	TRENCH DEWATERING	LS	1	\$	\$
17	2-12	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	SY	2,000	\$	\$
18	4-04	CRUSHED SURFACING BASE COURSE	TON	1,320	\$	\$
19	5-04	HMA CL. 1/2 IN PG 58H-22	TON	20	\$	\$
20	7-08	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$	\$
21	7-09	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIAM.	LF	2,160	\$	\$
22	7-09	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	LF	140	\$	\$
23	7-09	CULVERT CROSSING	EACH	2	\$	\$
24	7-09	CONNECTION "A" TO EXISTING MAIN	EACH	1	\$	\$
25	7-09	CONNECTION "B" TO EXISTING MAIN	EACH	1	\$	\$
26	7-12	BUTTERFLY VALVE 18 IN.	EACH	2	\$	\$

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
27	7-12	COMB. AIR RELEASE / AIR VACUUM VALVE ASSEMBLY 2 IN.	EACH	3	\$	\$
28	7-12	TAPPING SLEEVE AND VALVE ASSEMBLY 6 IN.	EACH	1	\$	\$
29	7-14	HYDRANT ASSEMBLY	EACH	2	\$	\$
30	7-15	REPLACE EXISTING WATER METER	EACH	1	\$	\$
31	8-01	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$	\$
32	8-01	STABILIZED TEMPORARY CONSTRUCTION ENTRANCE	EACH	1	\$	\$
33	8-01	SILT FENCE	LF	4,000	\$	\$
34	8-01	WATTLE	LF	20	\$	\$
35	8-01	CHECK DAM	LF	20	\$	\$
36	8-02	SEEDING, FERTILIZING, AND MULCHING	LS	1	\$	\$
37	8-12	CHAIN LINK FENCE TYPE 4	LF	30	\$	\$
38	8-12	DOUBLE 14 FT. CHAIN LINK GATE	EACH	1	\$	\$
39	8-22	PAVEMENT MARKING RESTORATION	LS	1	\$	\$
40	8-13	ADJUST MONUMENT CASE AND COVER	EACH	1	\$	\$
Subtotal:					\$	
TERO (1.75%):					\$	
TOTAL (Including TERO):					\$	

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above.

The following items shall also be considered in the review and award of this Contact. Bidder shall complete each section as applicable. By submission of this bid proposal, Bidder acknowledges their commitment to employ and or contract work to the parties identified below during the performance of Bidder’s awarded Work.

SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed) – (Weight of Award 5 points)

NAME	POSITION	PREFERRED EMPLOYEE	
		Yes	No
1.	1.		
2.	2.		
3.	3.		
4.	4.		
5.	5.		

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed) – (Weight of Award 10 points)

NUMBER OF PREFERRED “TRADE” EMPLOYEES	NUMBER OF PREFERRED “TRADE” EMPLOYEES
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

SECTION III – PEAK WORK FORCE OF ALL EMPLOYEES ANTICIPATED TO BE EMPLOYED BY BIDDER AT THE PROJECT SITE IN THE PERFORMANCE OF THE WORK:

(Insert Number of Employees)

SECTION IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S)
 (Total of Sections IV.A and IV.B) – (Weight of Award 25 points)

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) The tribal/NAOB subcontractor listed shall work on Schedule A and B or they cannot be listed. (if required, attach additional sheets if needed) – (Weight of Award 15 points)

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		TULALIP NAOB	
			SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				
6.	6.	\$				
7.	7.	\$				
8.	8.	\$				
9.	9.	\$				
10.	10.	\$				

SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) The tribal/NAOB subcontractor listed shall work on Schedule A and B or they cannot be listed. (if required, attach additional sheets if needed) – (Weight of Award 10 points)

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		NAOB	
			SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				
6.	6.	\$				
7.	7.	\$				
8.	8.	\$				
9.	9.	\$				
10.	10.	\$				

Should Contractor fail to comply, to the fullest extent possible, with provisions for employment and or contracting as defined in The Tulalip Code, Chapter 9.05 – TERO Code, Contractor may be found to be in breach of Contract. If it is determined that a breach has occurred, Contractor acknowledges that said breach will be grounds to terminate Contractor’s Contract agreement without claim against The Consolidated Borough Of Quil Ceda Village or the Project for any additional compensation and or consideration.

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BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from The Consolidated Borough Of Quil Ceda Village resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to certified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
8. The Bidder will execute the Contract Form with The Consolidated Borough Of Quil Ceda Village, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's

Surety are liable to The Consolidated Borough Of Quil Ceda Village as provided in Article 6 of the Instructions to Bidders.

9. Bidder agrees to furnish any information requested by The Consolidated Borough Of Quil Ceda Village to evaluate the responsibility of the Bidder.

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The Consolidated Borough Of Quil Ceda Village

NON - COLLUSION DECLARATION

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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Any modification made to either the bid form or exception taken to the defined scope of work outlined in this bid package may result in the bid proposal being considered non-responsive.

Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and signs the Bid Form. An unsigned Bid Form will render the Bid as non-responsive.

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

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SUB-CONTRACTORS OR SUPPLIERS

Native American TERO Certified Businesses that are qualified and come within 10% of the low bid, will be provided negotiated preference.

IN DATE ORDER, ALL SUB-CONTRACTORS WILL NEED A COMPLIANCE PLAN

Company	Contact Person	Phone	Native	Sub or Supplier

JOB ORDER

If the TERO jobs skills bank has qualified persons, they are required to receive preference in hiring to comply with the TERO law.

Job Title	Number of Positions	Rate of Pay	Date from / to

Foreman to contact / cell:

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and/or revocation of any certification granted.

Print Name Signature Title Date

----- Office use only -----

Recommended by	Date	Managers Signature	Date	Yes Approved	NO
Notes:					

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To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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The Consolidated Borough of Quil Ceda Village

NAOB Written Confirmation

**Native American Owned Business (NAOB)
Written Confirmation Document**

As an authorized representative of the Native American Owned Business (NAOB), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided on the bidder's Bid Proposal Form, Section IV.

Contract Title: _____

Bidder's Business Name: _____

NAOB's Business Name: _____

NAOB Signature: _____

NAOB's Representative _____

Name and Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Bid Proposal Form, Section IV. Failure to do so will result in bid rejection. See Instructions to Bidders Section 1.1.7; *Minimum TERO Participation for Subcontractors*.

Description of Work: _____

Amount to be Awarded to NAOB: _____

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The Consolidated Borough of Quil Ceda Village

FORM OF BID GUARANTY AND CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as Principal at _____, (Address) _____ and _____ as Surety, are hereby held and firmly bound unto the Consolidated Borough of Quil Ceda, herein referred to as Tualip Tribes, in the penal sum of the dollar amount of the bid submitted by the Principal to the Tualip Tribes on (date) _____, ____ to undertake the Project known as: _____.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Tualip Tribes, incorporating any additive or deductive alternate bids or any additive or deductive allowance bids made by the Principal on the date referred to above to the Tualip Tribes, which are accepted by the Tualip Tribes. In no case shall the penal sum exceed the amount of dollars (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates and unit prices. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates and allowances, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Tualip Tribes accept the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Tualip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Tualip Tribes may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Tualip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Tualip Tribes accept the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Tualip Tribes against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Tualip Tribes herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for

any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED this _____ day of _____, _____

PRINCIPAL:

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____

Phone: (____) _____

The Consolidated Borough of Quil Ceda Village

STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

FURNISH WITH BIDDER'S SEALED BID a written statement prepared and signed by Bidder's intended sureties or surety company, to the effect that: _____ (Name of Surety), who meets the requirements of Chapter 48.28 RCW, will promptly provide a surety bond in the amount of 100% of the base bid in the event _____ (Bidder's Name) is awarded a Contract for _____ (Project Description) and that the proposed Construction Contract is acceptable to the Surety.

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

This statement, if required, must be included in Bidder's sealed bid for Bidder's Bid to be considered.

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____
Phone: (____) _____

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The Consolidated Borough of Quil Ceda Village

BID PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that (Name of Bidder) _____ a corporation, partnership, or individual) duly organized under the laws of the State of _____ as principal, and (Name of Surety) _____ a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto The Consolidated Borough of Quil Ceda in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

Said bid and proposal, by reference hereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a performance, payment and warranty bond as required by The Consolidated Borough of Quil Ceda within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20_____.

Principal _____
(Name) _____
(Address) _____

By _____
(Signature of Authorized Rep)

(Typed Name of Authorized Rep)

Title _____

SURETY

Name _____

By _____
(Attorney-in-fact for Surety)

(Name & Address of local Office or Agent)

*This bond must be accompanied by a fully executed Power of Attorney appointing the attorney-in-fact.

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Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:

« »

None

« »

See Section
18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, including all TERO obligations, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, including any TERO liabilities, and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 Upon notice as set forth in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after completion of the Work under the Construction Contract; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within thirty (30) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees and costs the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of two years from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on Substantial Completion of the Work under the Construction Contract, whichever of (1) or (2) first occurs. Notwithstanding the foregoing, any proceeding, legal or equitable, under this Bond and involving the Owner shall be governed by the choice of law and venue provisions set forth in the Construction Contract and Surety agrees to be bound thereto and consents to jurisdiction as set forth therein

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, including any TERO obligations. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The term Claimant also includes the Tulalip Tribal Employment Rights Office (TERO). The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, TERO obligations, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

«Surety agrees that electronic signatures (whether digital or encrypted) and/or scanned copies of original signatures on this document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of this AIA Document A312, Performance Bond shall be fully enforceable against the Surety »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>



DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this

Bond:

« »

None

« »

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, including all warranty obligations, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 The Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed complete the performance of the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; or
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety and the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Upon notice of default under Section 3.2 above, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Undertake to perform and complete the Construction Contract itself, including all warranty obligations, through its agents or independent contractors, which shall not include the Contractor without prior written consent of the Owner;

§ 4.2 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 4.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, but in no less than thirty (30) days from receipt of Owner's notice in Section 3:

- .1 Determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 5 If the Surety does not proceed as provided in Section 4 within the time period set forth in Section 4.3, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.3, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 If the Surety elects to act under Section 4.1 or 4.2, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price in accordance with the Construction Contract, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract, including all warranty work;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7.1 If the Surety elects to act under Section 4.3.1, the Surety's liability is limited to the amount of this Bond. In such instance, the Owner shall inform the Surety of the estimate of its actual costs to complete the Project, including the additional legal, design professional and delay costs resulting from the Contractor's Default, and liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance, which shall be remitted to the Owner within fourteen (14) days. At the completion of the Construction Contract, including the warranty period, the Owner shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the Owner any actual costs which exceed the Owner's estimate, limited to the bond amount.

§ 7.2 If the Surety elects to act under Section 4.3.2, the Surety's liability is limited to the amount of this Bond, but Surety shall also be responsible for the attorneys' fees and costs incurred by the Owner related to any dispute over the Surety's obligations. If the Surety denies liability in whole or in part, the parties shall promptly proceed to the dispute resolution process as set forth in the Construction Contract.

§ 8 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations, except as allowed under applicable law. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 10 Any proceeding, legal or equitable, under this Bond may shall be governed by the choice of law and venue provisions set forth in the Construction Contract and Surety agrees to be bound thereto and consents to jurisdiction as set forth therein. Such proceeding shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 13 Surety agrees that electronic signatures (whether digital or encrypted) and/or scanned copies of original signatures on this document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of this AIA Document A312, Performance Bond shall be fully enforceable against the Surety.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied in accordance with the Construction Contract, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: « »« »
Address: « »

The Consolidated Borough of Quil Ceda Village

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

TULALIP TERO MISSION STATEMENT

The Tulalip TERO has a mission to help improve the quality of life for Tulalip Tribal members and other Native American families through opportunities that can assist them in pursuing quality jobs or careers with decent wages and by protecting their rights of preferential employment, training, business and economic opportunities on and near the Tulalip Reservation. Also, to assist business in achieving compliance with hiring Native American qualified workers.

Information

6404 Marine Drive, Tulalip, WA 98271

Office: (360) 716-4747

Fax: (360) 716-0612

Alternate Fax: (360) 716-0249

Driving Direction From Seattle:

Go North on highway I-5. At exit 199, turn RIGHT onto Ramp and turn LEFT (West) onto SR-528 [4th St]. Road name changes to Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

Driving Direction From Mount Vernon:

Go South on highway I-5. At exit 199, turn RIGHT onto Ramp and bear RIGHT (West) onto Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

On June 20, 2012, the Tulalip Tribes board of Directors enacted the Tribal Employment Rights Office Code which is the preferential employment and contracting laws of the land within the boundaries of the Tulalip Reservation.

Tulalip TERO office requires businesses to:

- Hire TERO qualified and certified workers;
- Give Native owned businesses the opportunity to bid;
- Fill out and negotiate a compliance plan prior to commencing work; and
- Pay 1.75% TERO fee on all construction projects over \$10,000

FREQUENTLY ASKED QUESTIONS

The following presents a list of the most frequently asked questions and inquiries about Native American Preference and Tribal Employment Rights Office (TERO).

1. WHAT IS THE PURPOSE OF TERO?

To access more employment & training opportunities for Native Americans and their families. To provide more business & economic opportunities for businesses owned by Native Americans.

2. WHY IS THERE A NEED FOR TERO?

Since unemployment rate in Native communities remains high, Tribes must take strong actions to protect the employment rights of Native American people.

3. *WHAT ARE THE BASIC REQUIREMENTS OF TERO?*

All employers operating within tribal jurisdiction are required to provide Indian preference in employment, training, contracting, and subcontracting. Following are the major provisions and requirements found in most TERO Codes that employers must adhere too:

- A. To ensure Native preference, employers need to submit and negotiate a detailed compliance plan of employer workforce needs with a TERO Compliance Officer.
- B. To utilize the TERO skills banks for all referrals and consider Native applicants before interviewing or hiring any Non-Native worker.
- C. To negotiate with the TERO Compliance Officer(s) the specific number of Natives in each job classification and to cooperate with tribal training programs to hire a certain number of trainees.
- D. To eliminate all extraneous job qualification criteria or personnel requirements which may act as a barrier to Native employment. TEROs are guided by EEOC guidelines for verifying legitimate Bona-fide Occupational Qualifications (BFOQ's).
- E. To keep in contact with the TERO office in order to resolve any employee problems and issues.
- F. To acknowledge and respect tribal religious beliefs and cultural difference and to cooperate with TERO to provide reasonable accommodations.
- G. All employers who have collective bargaining agreements with one or more unions must secure a written agreement from their unions indicating that they will comply with TERO.
- H. The TERO certified worker shall be treated the same as the other employees. There will be a Zero tolerance to discrimination within the boundaries of the Tulalip Reservation.

The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above.

4. *WHAT IS A COMPLIANCE PLAN?*

A Compliance Plan is a written document that provides detailed descriptions of a construction project with all the pertinent information. This is where you list your key personnel and your work force needs. A Key employee is a permanent employee who is in a supervisory or specialized position and without this person an employer would face a financial loss. This document is then negotiated with a TERO Compliance Officer for approval.

5. *WHAT TERO REQUIREMENTS ARE THERE IN CONTRACTING BIDS?*

The TERO Office has a Native American Owned Business Registry (NAOB) in which TERO certifies that the companies are owned by Native Americans. The TERO Code requires that Contractors and or Subcontractors provide opportunities to every NAOB that is qualified to do the work.

6. *IS THERE A DIFFERENCE BETWEEN TRIBAL AND NATIVE AMERICAN PREFERENCE?*

Yes, on Tribally funded projects TERO can require Tribal member preference. This is permissible under Federal law because tribes are exempt from Title VII of the Civil Rights

Act, Executive Order 11246 and most other employment rights legislation. Native American preference is permissible under some federal laws i.e., Indian Self Determination Act, Buy Indian Act and under most federal laws.

7. WHAT IS THE EXTENT OF TERO JURISDICTION?

A Tribe has the authority to enact and enforce any Indian employment preference law that is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principle of Indian law and is supported by a host of Supreme Court decisions. The jurisdiction is legally described or defined by treaty or legislation. The exterior boundaries of the reservation including cede territories and lands where jurisdiction has not been extinguished. TERO has a political preference, not a racial preference and does not violate Title VII or any other Federal Employment Law.

8. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by Federal / State governments, schools, churches and some non-profits are not covered by TERO. Some Tribes also exempt themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

9. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?

No. Since TERO is pro-active, the compliance plans are signed by TERO and the employer prior to the commencement of work prevents disputes. The Compliance Officers will monitor the TERO requirements by doing onsite compliance visits that would not be detrimental to business operations. TERO can sanction employers for violations which may shut down operations but only in severe disputes and in accordance with the applicable law.

10. DOESN'T TERO DO AWAY WITH THE COMPETITIVE BIDDING PROCESS AND FAIR COMPETITION?

No. It provides preference to certified and qualified Native American businesses on projects on or near the Tulalip Reservation. As with employment contracting preference is permissible or required under Federal, Tribal, State or other Local laws. Preference is not provided to the exclusion of other businesses. Price and quality are still primary considerations.

11. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?

Yes. The first level of protection comes from the TERO Compliance Officer who handles the charge. These officers are trained to deal with facts and merits of the case before making determinations. Beyond the TERO Commission, grievant can seek relief in the Tribal and Federal Courts.

12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?

Violation of TERO requirements may result in severe sanctions. If the TERO office determines that employers willfully and intentionally breached TERO requirements. TERO may:

- A. Deny such party the right to commence business on the reservation;
- B. Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation;
- C. Terminate or suspend party's operation and deny them the rights to conduct further business on the reservation; and or
- D. Order any party to dismiss any illegally hired Non-Natives, take action to ensure future compliance and to make back payment of any lost wages be paid to the TERO certified Native Americans.

13. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

It is important to note that only one appeal to a TERO commission and tribal court decision has ever been appealed to the federal court. The case ended at the Ninth

Circuit Court of Appeals and Appellate that upheld the TERO complaint and the Tribal Courts decisions.

14. ARE TERO FEES LEGAL?

Yes. Tribal authority to access a fee is equal to that of any government. Taxation, licenses and fees are a valuable source for financing Tribal governmental operations. Tribes therefore consider their social and economic needs and priorities and set the TERO requirements to suit them just as National, State, and other units of government do.

Many contractors without complaint pay taxes and comply with the governmental requirements of states, counties, etc., but openly oppose doing so with Tribes. This "cultural discrimination" is indicative of the lack of knowledge and acceptance of the sovereign authority of the Tribes. Employers can realize a substantial savings since Tribal taxes or fees pre-empt state or other local taxation on the reservation projects often to the benefit of the employer.

The Tulalip Tribes' TERO fee is 1.75% of total cost on any project over \$10,000.

TERO has the responsibility to ensure due process of the employer under the Tribal code and that only qualified and screened referrals are made to the employer.

15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO IN THEIR OPERATION?

When TERO first appeared in the late seventies there was opposition from some and difference from others. Over the past twenty years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Native American preference and TERO provisions, policies and procedures figure prominently in the following:

- A. The Civil Rights Handbook.
- B. The Job Training and Partnership Act.
- C. The Small Business Administration 8(a) Program.
- D. Public Law 93-638, The Indian Education Assistance and Self-Determination Act of 1974.
- E. HUD Regulations.
- F. BIA Acquisition Assistance Agreement 84-1.
- G. EEOC / TERO Contracts.
- H. OFCCP Indian Employment Initiative.
- I. FHWA ISTEA "Indians in Highway Construction Initiative".
- J. Indian Health Service Alaska Native Hiring Agreement.
- K. US DOL/BAT Notice 84-1.
- L. Indian Education Impact and Programs Under PL 81-815 (Construction) and PL 81-874 (OPS/Admin).

CONTRACTORS

The following outlines the TERO expectations and responsibilities placed on all contractors and subcontractors doing work on or near the Tulalip Reservation. This document should be read carefully, along with the TERO Code. If you have any questions or concerns contact a TERO Compliance Officer.

TERO ACKNOWLEDGMENT:

Requirement: The contractor / employer must comply with all rules and regulations as set forth in the TERO Code. This agreement will be affirmed in writing and will be signed and dated by the TERO Manager. Furthermore, if a project is expected to be of one month duration or more, the contractor must arrange a pre-construction meeting with the TERO Manager or TERO Compliance Officers prior to submitting a Compliance Plan to the TERO department.

TERO LIAISON:

Requirement: All contractors and employers must designate a responsible company official to coordinate all employment, training and contracting related activities with the TERO department to ensure that the company is in compliance with the TERO Code during all phases of the project.

NATIVE AMERICAN OWNED BUSINESS REGISTRY:

Requirement: The TERO Office maintains a certified Native American Owned Business Registry. All the businesses on the registry need to be given the opportunity to bid on any projects that they are qualified for. If they are within ten-percent (10%) of the lowest bid, you need to negotiate to see if they can reduce their price. But the fact remains that the bid will be awarded on: price, quality and capability unless other requirements are set forth in the bid documents.

TERO COMPLIANCE PLAN:

Requirement: All contractors, sub-contractors and or employers must have an approved written compliance agreement filed, negotiated and approved by the TERO Office prior to commencement of any construction activities on the Tulalip Reservation. There is a 1.75% TERO fee on any projects over \$10,000 to be paid in full or negotiated with the TERO Compliance Officers.

COMPLIANCE PLAN WORKFORCE/ KEY EMPLOYEE:

Requirement: Contractors and or Employers shall be required to hire and maintain as many TERO / Native American preference employees as apply for and are qualified for each craft or skill.

Exception: Prior to commencing work on the Tulalip Reservation the prospective employer, contractor and subcontractors shall identify key and permanent employees.

Key employee: One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. An employee who is hired on a project by project basis may be considered a key employee so long as they are in a top supervisory position or perform a critical function.

Permanent employee: One who is and had been on the employers' or contractors' annual pay roll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.

Non-preferred Permanent and Key Employee(s) shall not exceed 20% of the workforce. Permanent and Key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

TERO HIRING HALL & RECRUITMENT EFFORTS:

Requirement: Contractor or employer is required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of seventy-two (72) hours to furnish a qualified referral. Furthermore contractors and employers are required to provide TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience / skill requirements, employment screening procedures and anticipated duration of employment.

NATIVE PREFERENCE:

Requirement: All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the reservation shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or federal requirements restrict the preference specified below. The order of preference shall be given to the following persons in the following enumerated order:

- 1) Enrolled Tulalip Tribal Members
- 2) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
- 3) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
- 4) Spouse of federally recognized Native American
- 5) Regular current employees of the all Tulalip Tribal entities
- 6) Other

Exception: Where prohibited by contractual agreements or federal requirements, the above order of preference set out in subsection 1.8, shall not apply. In such cases preference shall be given in accordance with the applicable contractual agreement, federal requirement, or Federal Law.

Requirement: If the TERO Office is unable to refer an adequate number of qualified, preferred employees for a Contractor, TERO will notify the Contractor who may fill the remaining positions with non-TERO workers. When this occurs, TERO work permits may be valid for one month from the date of issuance and may be renewed. Work permits are non-transferable.

Requirement: When work permits are issued, the contractor is still required to notify the TERO Office of all future job openings on the project so that qualified, preferred employees have an opportunity to be dispatched.

JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMMODATIONS:

Requirement: An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Natives which are not required by business necessity. The TERO department will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the religious beliefs and cultural traditions of Native workers.

TRAINING:

Requirement: Contractors and or Employers may be required to develop on the job training opportunities and or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

LAY-OFFS:

Requirement: TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays-off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees.

NOTE: The TERO Office is here to help in any way we can. Communication with the TERO Compliance Officers is very important in that it will help ensure the job to run smoothly.

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THE TULALIP TRIBES CONSTRUCTION CONTRACT

**Contractor –
Project #**

This agreement entered into this ___ day of _____ 202___, between “Owner” the Tulalip Tribes 6406 Marine Drive., Tulalip, WA 98271 and _____, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF WORK

This Contract consists of this written agreement and all appurtenant “Contract documents” described in Section Eight of this agreement. Contractor shall perform the following work in accordance with this Contract and Contract documents: All work necessary to **build** _____

SECTION TWO CONTRACT PRICE

The Tulalip Tribes agrees to pay Contractor for the work described a total Contract price not to exceed the amount of Payment of this amount is subject to additions or deductions in accordance with provisions of this Contract and of any other documents to which this contract is subject. Contractor shall be entitled to request “Progress Payments” during the course of his/her work. Progress payments shall be made to the Contractor under terms and conditions described under Section Four of this Contract.

SECTION THREE SUBCONTRACTING REQUIREMENTS

The Contractor will be required to **self-perform** no less than **percent (%)** of the project’s total contracted labor. In the subcontracting of the work, the Contractor will be responsible to provide the Owner a copy of all subcontract agreement templates in the performance of this contract.

SECTION FOUR PROGRESS PAYMENTS

- (A) The Owner shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer, Project Coordinator and Construction Manager. Payments shall be processed for each draw request within 30 days of final approval once all requested and required documents are received.
- (B) The documents required to submit for payment will be a draw form, invoice, certified payroll, conditional waiver, release of claim and anything else deemed necessary by the Contracting Officer.
- (C) _____
- (D) Before the first progress payment is made under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract price showing the amount included therein for each principle category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deduction from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.
- (E) The Contracting Officer must approve the draw request with the concurrence of the project coordinator before payment. *Along with each request for progress payments and the required invoice, the Contractor shall furnish the following certification, or payment shall not be made:* I hereby verify, to the best of my knowledge and belief, that:
- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the Contract:
 - (2) Payments due to Sub-contractors and the Contractors material suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification in accordance with Subcontract agreements; and

(3) The request for progress payments does not include any amounts, which the Contractor intends to withhold or retain from a subcontractor or their supplier in accordance with the terms and conditions of the Subcontract.

NAME: _____

TITLE: _____

DATE: _____

(F) The Owner shall retain **5%** of the amount of progress payments until completion and acceptance of all work under the Contract.

(G) The Contracting Officer may authorize material delivered on site and preparatory work taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract, before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation and the Contracting Officer may require to assure the protection of the Owners interest in such material. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Owner.

(H) All Material and work covered by progress payments made shall at the time of payment become the sole property of Owner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving any right of the Owner to require the fulfillment of all of the terms per the Contract, in the event the work of the Contractor has been damaged by other Contractors or persons other than employees of the Owner in the course of their employment. The Contractors shall restore such damaged work without cost to the Owner and seek redress for its damage only from those who directly caused it.

SECTION FIVE FINAL PAYMENT

(A) The Owner shall make the final payment due to the Contractor under this Contract within thirty (30) days after:

(1) Completion and final acceptance of all work; and

(2) Presentation of release of all claims against the Owner arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specially made an exception from the operation of the release. Each such exception shall embrace no more than one claim; the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the subcontractors claim to amount payable under this Contract has been assigned.

(3) **Three sets of As-built drawings and three electronic version on a USB Flash drive** are submitted to the Contracting Officer, as described in section 22 of this Contract.

(B) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or their evidence of payment from all others performing work and/or supplying material to Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claim costs.

(C) Failure of Contractor to comply with any special guarantees required by the contract documents shall result in the withholding of final payment. Contractor, by accepting final payment, waives all claims except those, which he has previously made in writing, and which remain unsettled at the time of acceptance.

**SECTION SIX
STARTING AND COMPLETION DATES**

Work shall commence on _____ at the start of the business day and be substantially completed in **working days** with all work complete by _____. All construction must be completed in accordance with the approved Construction Schedule. Failure to complete shall result in imposition of liquidated damages as provided in Section Seven.

**SECTION SEVEN
LIQUIDATED DAMAGES**

Upon failure by the Contractor to submit an acceptable Construction Schedule within the time required by Section 18, or achieve substantial completion of each phase of construction in accordance with the Construction Schedule, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of **seven hundred and fifty dollars (\$750.00)** per day of delay or until such time as Substantial Completion of the Work as required by the **80 working day** Construction Schedule is achieved. The Contractor and Owner agree that the liquidated damages amount is a reasonable forecast of just compensation for the harm caused the Owner by the Contractor's breach for failure to meet construction schedule timelines.

**SECTION EIGHT
CONTRACT DOCUMENTS**

The Contract documents on which the agreement between Owner and Contractor are based in accordance with which the work is to be done are as follows:

- a. **This Instrument**
- b. **Notice to Bidders attached as EXHIBIT A**
- c. **Project Specs (Scope of Work) attached as EXHIBIT B**
- d. **Proposal, Estimate Narrative, Estimate Detailed Report**
- e. **Notice to Proceed, attached as EXHIBIT C**

These Contract documents together form the Contract for the work herein described. The parties intend that the documents include provisions for all labor, equipment, tools, materials and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

**SECTION NINE
AUTHORITY OF OWNER CONTRACTING COORDINATOR/OFFICER**

_____, is hereby designated Contracting Officer for purposes of this agreement. The duties and authority of the Contracting Officer shall be as follows:

- (A) **General Administration of Contract.** The primary function of the Owner's Contracting Officer is to provide general administration of the contract as representative during the entire period of construction.
- (B) **Inspection, Opinions and Progress Reports.** The Owner's Contracting Officer shall keep familiar with the progress and quality of the work being performed by Contractors and their subcontractors. The Contracting Officer will make general determinations as to whether the work is proceeding in accordance with the Contract. Neither Owner nor the Contracting Officer will be responsible for the means of construction or for Contractor failure to perform the work properly and in accordance with The Contract document.
- (C) **Access to worksite for inspections.** The Contracting Officer shall have free access to the work at all times during the Contract period provided that person first signs-in at the Contractor's Field Office and adheres to all safety practices and policies of the Contractor while on the jobsite. However, the Contracting Officer is not required to make exhaustive or continuous on-site inspections to perform the duty of checking and reporting on work progress.

(D) Interpretation of Contract documents. The Contracting Officer will be the interpreter of the Contract documents requirements and will make decisions on claims and disputes between the Contractor and the Owner.

(E) Rejection and stoppage of work. The Contracting Officer shall have authority to reject work, which in the officer's opinion does not conform to the Contract documents and, in this connection, to stop the work or a portion thereof when necessary to insure Contractor's performance is in accordance with the terms of this agreement.

(F) Progress payment certification. The Contracting Officer will determine the amount owing to the Contractor as the work progresses, based on Contractor's application for payment as per Section Four and upon the Contracting Officer's inspections and observation, and will issue certificates for progress payments and final payment in accordance with the terms of the Contract.

SECTION TEN RESPONSIBILITY OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

(A) Responsibility for and supervision of construction. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means for coordination of all Work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction

(B) Contractor's Representative. Contractor's representative for this contract will be _____ . Contractor's representative shall be the point of contact regarding contract compliance issues and shall have the authority to obligate the company in resolving contract compliance and performance issues. Contractor's Representative, or designated Contractor construction superintendent, must be on-site at all times while any work under this Contract is being performed, unless Contractor's representative or construction superintendent receives prior authorization from the Owner to be offsite.

(C) Discipline and employment. Contractor shall maintain at all times strict discipline among his/hers workers and agrees not to employ for work on the project any persons unfit or without sufficient skill to perform the job for which he was employed.

(D) Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, and or materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the Contract documents.

(E) Manufacturer's instructions. Contractor shall comply with manufacture's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within Contract documents.

(F) Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore. The Tulalip Tribes of Washington is a federally recognized Indian Tribal Government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). All or portions of this project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Tulalip Tribes. WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retailer service (e.g. construction services) is performed for the member or tribe in Indian country.

(G) Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all tribal and or public authorities relating to the performance of the work herein. If any of the Contract documents are at variance there with, he shall notify the Contracting Officer promptly on discovery of such variance.

(H) Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omission of his/her employees and all other persons doing work under a subcontract with him/her.

(I) Warranty of fitness of equipment and materials. Contractor represents and warrants to the Owner that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract documents, of good quality, free of defects, and in conformity with the Contract documents. It is understood between the parties that all the equipment and materials that are not so in conformity are defective.

(J) Cleaning and protection. Contractor shall during handling and installation, clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.

(K) Furnishing of design and engineering plans as identified in the Contract Documents. Contractor shall furnish the Contracting Officer, upon request, all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.

(L) Clean up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his/her work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his/her tools, equipment and machinery.

(M) Indemnity and hold harmless agreement. Contractor shall indemnify, defend and hold harmless the Tulalip Tribes its elected and appointed officials, officers, employees, agents and representatives from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorney's fees (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, expenses, damages, penalties, fines judgment, or decrees by reason of any death, injury or disability to or any person or party, including employees, and/or damage to any property or business, including loss of use, caused in whole or part by any negligent act, error or omission of the Contractor, Contractors employees, agents or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Contract.

The Contractors obligation shall include, but not be limited to, investigation, adjusting, and defending all claims alleging loss from any action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractors, employees, agents or subcontractors. The Contractors obligations to indemnify, defend and hold harmless shall apply even if the injuries, death or damages, directly or indirectly, result from, arise out of relate to, one or more concurrent negligent acts or omissions of the Tulalip Tribes or its elected and appointed officials, officers, employees, agents, representatives, of the Tulalip Tribes, its agents and its employees acting within the scope of their employment.

If the claim, suit, or action for injuries, death or damages as provided for in the preceding paragraphs of this agreement is caused by or results from the concurrent negligence of (a) the Tulalip Tribes, its elected and appointed officials, officers, employees, agents and representatives and (b) the Contractor, Contractors employees, agents or subcontractors, the indemnity provision provided for in the preceding paragraph of these specifications shall not apply to damages caused by the Tribes' negligence.

It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this indemnification. The contractor expressly agrees that he has provided for this waiver of immunity in the bid price for the Contract. In addition to any remedy authorized by law, the Owner may retain so much of the money due the Contractor's as deemed necessary by the Contracting Officer to assure indemnification until disposition has been made of any suits or claims. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless therefrom.

(N) Contractor's liability insurance. The Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes and the Contractor from claims or losses which may arise out of or result from the Contractor's

performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

- (O) Prior to commencing work, the contractor shall procure and have in effect Commercial General Liability insurance policy and Business Automobile Liability insurance policy to provide insurance coverage and limits as indicated below. Automobile liability insurance coverage shall include owned, non-owned and hired automobiles. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 2,500.00	Medical Payments
\$1,000,000	Employer's Liability
\$10,000,000	Umbrella Liability

Policy Limits – Business Automobile Liability

\$1,000,000	Combined Single Limit
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There shall be no subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Tulalip Tribes.

- (P) Contractor's Workers Compensation.

1.1 All employees of Contractor and subcontractor are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverage as applicable. Employees not subject the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

1.2 Such evidence of insurance shall be in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Tulalip Tribes and shall provide for not less than 30 days prior written notice to the Tulalip Tribes of cancellation or reduction in coverage.

- (Q) Builder's Risk.

The Tulalip Tribes shall provide and maintain, during the progress of the Work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site Work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension, as the Tulalip Tribes deem appropriate. Unless otherwise provided for through agreement, the Contractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for up to \$10,000 of that loss. Contractor may provide its own builder's risk or installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

1.1 Incidents related to pollution and contamination are specifically excluded from the Builders Risk Insurance policy.

1.2 To be eligible to make a claim under the Tulalip Tribes' Builders Risk Insurance policy, Contractor shall be responsible to secure all materials and or equipment stored on the project site in a secured fenced area.

(R) Insurance Policy Requirements.

Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes and its members as primary and non-contributory additional insured's using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractors and Subcontractors work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than 30 days or (10 days in the event of cancellation for non-payment) prior written notice shall be given to the Tulalip Tribes in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

1.1 At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting Owner against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its Subcontractors of any tier in performing the Work, procure or cause or cause to be procured the required insurance coverage with insurance carriers (with and A.M. Best rating of A-VII or better) in form acceptable to Owner and shall maintain all such coverage in full force and effect through the terms of this Agreement.

1.2 The Contractor, if requested, shall furnish the Tulalip Tribes a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

1.3 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until three (3) years after the date of approval of the certificates of Contract Completion by the Tulalip Tribes. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

1.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

1.5 The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Tulalip Tribes.

(S) Waivers of Subrogation. The Tulalip Tribes and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Tulalip Tribes as fiduciary.

(T) Other Provisions.

1.1 Neither the Tulalip Tribes nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the Agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

1.2 Contractor shall indemnify, defend and hold the Tulalip Tribes harmless from all losses, damages, liabilities, fines penalties, cost (including clean-up cost) and expenses (including attorney's fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, Subcontractor, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Tulalip Tribes through the Contracting Officer. Contractor is

not responsible for losses, damages, liabilities, fines, penalties, costs including cleanup and expenses arising from hazardous, toxic or harmful wastes, materials or substances existing at the site prior to Contractor mobilization.

1.3 In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, the Tulalip Tribes may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor

(U) Inspection and Testing Laboratory Services.

1. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing as identified in the Contract documents.
2. Site visits and retesting that is required because of the scheduling problems caused by the Contractor and/or non-conformance to specified requirements shall be performed by the same independent firm. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

(V) Drug free Workplace. Contractor will be responsible to pre-screen & enforce a drug free workplace program to their employees and any subcontractors that they employ or subcontract within the performance of this contract to insure that they are drug free during the execution of this contract. Contractor agree that they and their subcontractors will maintain a drug free workplace and will be responsible for conducting pre-screen drug testing on their employees who will be working at the jobsite per the Contractor's company policies.

Contractor acknowledges and agrees to advise its employees, agents, and subcontractors that it is the policy of the Tribe (1) to prohibit the use, possession, sale, and distribution of alcohol, illegal drugs, or other controlled substances on its premises; and (2) to prohibit the presence on Tribe's property of employees of a contractor, subcontractor, or agent who has such substances in his/her body for nonmedical reasons. Entry onto Tribe's property constitutes consent to an inspection of the employees of the Contractor, subcontractor, or agent, including vehicles and personal effects when entering, while on, or upon leaving Tribe's jobsite property. Any Contractor employee, subcontractor, or agent who is found in violation of this policy will be removed and barred from Tribe's jobsite property.

Contractor further agrees that when one of its employees, agents, or an employee of a subcontractor, while on Tribe's jobsite property, has a documented performance deviation, abnormal incident, or unusual behavior which is suspected to be the result of drug or alcohol abuse, this employee will be asked to leave the premises upon the arrival of his immediate supervisor who will accompany the employee from Tribe's jobsite property. An employee or agent of Contractor or subcontractor suspected to be under the influence of alcohol or drugs will not be readmitted to Tribe's jobsite until a negative urinalysis for drug screen for that employee is certified by an approved laboratory, at Contractor's expense, and transmitted to Tribes' designated representative.

Contractor employees, subcontractors, and agents who test positive for alcohol or other drugs in a test administered by a qualified laboratory suitable to Tribe, on samples taken after leaving Tribe's jobsite, will not be permitted reentry to Tribe's jobsite property, unless, at Tribes discretion it allows employee to re-enter jobsite after receiving notice of compliance with a treatment plan and release by a health care provider that employee is fit to work.

All of Contractor's employees, agents, and subcontractors presently working on Tribes' property are to be immediately notified of this policy. Any agents or subcontractors under contract to Contractor must also be notified of Tribe's policy. Contractor agrees that disciplinary actions or other employment decisions affecting Contractor's employees, subcontractor, agents, and applicants that arise in any way out of matters related to this Section are the sole responsibility of Contractor. The Tribe agrees to maintain the confidentiality of test results and to use test results solely in connection with its decisions as to whether to permit a contractor employee, subcontractor, or agent to enter or remain on the Tribe's jobsite property. Contractor agrees to maintain the confidentiality of any information gained or exchanged from or during the implementation of this policy.

The unit or structure that the Contractor was constructing or rehabilitating will also be tested for the presence of drugs that pose a health hazard and if found to test positive for drugs, the Contractor will be financially responsible to fully decontaminate the structure or unit before acceptance of the work or any further payment are made under the Contract.

- (W) Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall be protected and not further disturbed. The Contractor shall immediately notify the Contracting Officer of any such finds. The Contracting Officer will contact the Tribal Natural Resource and Cultural Department who will determine the nature of the object(s) to be surveyed. The Tribal Representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished, and further instructions are provided. The Contractor will be entitled to additional days of performance related to stop work notices issued by the Contracting Officer of Tribe.
- (X) Excess Material. All excess material left on site shall become the property of the Owner after seven (7) calendar days.
- (Y) Performance and Payment Bond. Contractor **is required** to provide to the Owner a 100% percent Performance and Payment Bond issued by a company located in the United States (no later than ten (10) days after the contract has been awarded) issued by an approved surety duly licensed and authorized to transact business in the State using Performance Bond and Payment Bond published by The American Institute of Architects (AIA) Form A312. Liability under each bond shall be 100% percent of the applicable contract sum, for the base bid and alternates. Performance Bond shall cover the correction of work as required during the warranty period of one (1) year. The Contractor shall provide additional bonds or riders when subsequent project changes increase the Contract Sum by 15% or more. This bond will include a warranty guarantee of 5% of the contract price to cover any work defects found in the original construction, during the warranty period.

SECTION ELEVEN EXAMINATION AND AUDIT

- (A) Examination. The Tulalip Tribes shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work, including without limitation, related to any Proposals and request for equitable adjustment of the Contract.
- (B) Inspection. The right of inspection, audit and reproduction shall extend to all documents necessary to permit intelligent evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- (C) Availability. The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of acceptance of the Project by the Tulalip Tribes of Washington.
- (D) Confidentiality. To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Tulalip Tribes of Washington in writing that any documents copied by the Tulalip Tribes of Washington are trade secrets, the Tulalip Tribes shall treat such documents as trade secrets of the Contractor, Subcontractor or Materials Supplier, as applicable. In the event any dispute arises with any other person about whether such other persons should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Tulalip Tribes of Washington against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

SECTION TWELVE TIME OF ESSENCE – EXTENTION OF TIME

All times stated herein or in the Contract documents are of the essence hereof. Contract times may be extended by a contract modification from the Contracting Officer for such reasonable times as the Contracting Officer may determine when in his/her opinion the Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other caused beyond the Contractor's control or which justify delay.

SECTION THIRTEEN CORRECTING WORK

When it appears to the Owner or Contractor during the course of construction that any work does not conform to the provision of the contract documents, he shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by him or by his/her subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion by the Architect and Contracting Officer, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the Contract documents.

SECTION FOURTEEN WORK MODIFICATIONS

Owner reserves the right to order work modifications in the nature of additions or deletions, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any such modifications will be authorized by a written **Field Directive** or **Contract Modification** signed by the Contracting Officer. The work shall be modified, and the contract price and completion time shall be modified only as set out in the written Field Directive / Contract Modification. Any adjustment in the Contract price resulting in a credit or a charge to Owner shall be determined by the mutual written agreement of the parties to this Contract.

SECTION FIFTEEN TERMINATION

This Contract may be terminated as follows:

(A) Termination by Owner. Owner may on seven (7) days' written notice to the Contractor terminate this Contract before the completion date hereof, and without prejudice to any other remedy Owner may have, when the Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provision of the Contract documents. On such termination, Owner may take possession of the work site and all materials, equipment, tools, and machinery thereon it has paid or will pay for, and finish the work in whatever way Owner deems expedient. If the unpaid balance on the Contract price at the time of such termination exceeds the expenses of finishing the work, Owner will pay such excess to the Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to Owner. On such default by the Contractor, Owner may elect not to terminate the Contract and in such event Owner may make good the deficiency of which the default consists and deduct the costs from the progress payments then or to become due to the Contractor.

(B) Owner's Termination for Convenience. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective. If the performance of the work is terminated, either in whole or in part, the Owner shall pay the Contractor for reasonable and proper cost resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Owner to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and the protecting the work already performed until the Owner or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of administrative services reasonably necessary to prepare and present the termination claim to the Owner; (5) and amount constituting reasonable profit on the value of the work performed by the Contractor.

(C) Records. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Tulalip Tribes for a period of seven (7) years from the date of any applicable final settlement. Records which relate to any dispute, litigation, or claim arising out of the performance of the Work shall be made available until such dispute, litigation or claim have been finally decided or settled. The Contracting Officer will act on the Contractor's claim. Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract.

SECTION SIXTEEN ARCHITECT/ENGINEERS DUTIES, RESPONSIBILITIES, AND AUTHORITY

(A) Any Architect/Engineer engaged by the Owner for this contract and any successor shall be designated in writing by the Contracting Officer.

(B) Any Architects/Engineer shall serve as the technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. Such Architect/Engineer may provide direction with approval of the construction manager on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the contract; (2) constitutes a change as defined in the

work change clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction progress schedule; or (5) changes any of the other express terms or conditions of the contract.

(C) The duties and responsibilities of any Architect/Engineer engaged by the Owner for this contract may include the following: (1) Make periodic visits to the work site and on the basis of such on-site inspections, issues written reports to the Contracting Officer which shall include all observed deficiencies. Such Architect/Engineer shall file a copy of the report with the Contractor's designated representative at the site; (2) Making modifications in the drawings and technical specifications and assisting the Contracting Officer; (3) reviewing and making recommendation with respect to (i) the drawings; (ii) the Contractors shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor, and, (iv) the Contractors price breakdown; (4) Assisting in inspections, signing Certificates of completion, and making recommendations with respect to acceptance of work completed under the contract; and, (5) such other duties and responsibility as are designated in writing by the Contracting Officer.

SECTION SEVENTEEN SUBCONTRACTORS OTHER CONTRACTS

(A) **OTHER CONTRACTORS:** The Owner may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with Owner's employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any directions that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Owners' employees.

(B) SUBCONTRACTS DEFINITIONS

1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

(C) AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Contracting Officer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contracting Officer will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within five (5) working days shall constitute notice of no reasonable objection.

1.2 The Contractor shall not contract with a proposed person or entity to whom the Contracting Officer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

1.3 If the Contracting Officer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Contracting Officer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

1.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Contracting Officer makes reasonable objection to such substitute.

(D) SUBCONTRACTUAL RELATIONS

1.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

(E) CONTINGENT ASSIGNMENT OF SUBCONTRACTORS

1.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 15 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. Assignment is subject to the prior rights of the Contractor and surety, if any, obligated under bond relating to the Contract.

1.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**SECTION EIGHTEEN
CONSTRUCTION SCHEDULE**

(A) The Contractor shall prepare and submit to the Contracting Officer for approval a practicable written schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of work (including acquiring a TERO compliant labor force, materials and equipment) and the final completion date. Contractor shall commence work within ten (10) days of receipt of a Notice to Proceed issued by the Contracting Officer. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may impose Liquidated Damages under Section Seven or invoke other remedies under the contract until the Contractor submits the required schedule.

(B) After receipt of the Construction Schedule, the Owner may make adjustments as needed, upon mutual agreement with the Contractor, and shall issue a final approved Construction Schedule. The Contractor shall be bound by the mutually approved Construction Schedule and shall be subject to Section Seven liquidated damages and other remedies for failure to complete the project by the required date or otherwise perform the work in accordance with the Construction Schedule. The approved Construction Schedule shall be incorporated and made a part of this Contract.

(C) If the Contracting Officer determines that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress without additional cost to the Owner.

(D) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting

Officer may terminate the Contractors right to proceed with the work, or any separable part of it, in accordance with the Termination clause of this contract.

**SECTION NINETEEN
SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK**

- (A) The Contractor acknowledges that is has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric, power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for performing the work without additional expense to the Owner.
- (B) The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

**SECTION TWENTY
DIFFERING SITE CONDITIONS**

- (A) The Contractor shall within **ten (10) days**, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (B) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractors risk, until the Contracting Officer has provided written instructions to the Contractor. If conditions do materially so differ and cause an increase or decrease in the Contractors cost of, or the time required for, performing any part of the work under this contract, whether or not changed as result of the conditions, the Contractor shall file a claim in writing to the Owner within ten (10) days after receipt of such instructions and, in any event, before proceeding with the work unless otherwise authorized in writing by the Contracting Officer. An equitable adjustment in the contract price, the delivery schedule, shall be made under this clause and the contract modified in writing accordingly.
- (C) No request by the Contractor for an equitable adjustment to the contact under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above giving written notice may be extended by the Contracting Officer.
- (D) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

**SECTION TWENTY-ONE
SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**

- (A) The Contractor shall keep on the work site a copy of the drawings and specifications, addenda and modification orders and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mention in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications or in case of discrepancy in the figures in the drawings, or in the specifications, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action

undertaken by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary.

(B) “Shop drawings” means drawings, submitted to the Contracting Officer by the Contractor, or any lower tier Contractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work as required by the Contract. The Owner may duplicate, use or disclose in any manner and for any purpose shop drawings delivered under this Contract unless the Contractor identifies the shop drawing as proprietary upon which the Contracting Officer will not share or disseminate without Contractor approval.

(C) If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Owner’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (D) below.

(D) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer, upon consultation with any Architect engaged by the Owner for this contract, approves any such variation, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(E) It shall be the responsibility of the Contractor to make timely requests of the Owner for such large scale and full size drawings, color schemes, and other additional information, not already in the possession of the Contractor, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(F) The Contractor shall submit to the Contracting Officer for approval all shop drawings as called for under the various headings of the specifications. **Two sets consisting of (3 electronic flash drive and 2 hard copy)** of all shop drawings, will be retained by the Owner and **one set** will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this Contract, shall furnish a complete set of all shop drawings as finally approved. The drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(G) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by lower tier contractors are submitted to the Contracting Officer.

(H) The Contractor shall promptly give written notice to the Contracting Officer of any errors or omissions in the design of the work.

SECTION TWENTY-TWO AS – BUILT DRAWINGS

(A) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or lower tier Contractor at any tier to show the construction of a particular structure of work as actually completed under the Contract. “As-built drawings” shall be synonymous with “Record drawings.”

(B) As required by the Contracting Officer, the Contractor shall provide to the Owner within ten (10) working days of acceptance of the work accurate information to be used in the preparation of permanent set of as-built drawings. The Contractor shall record on one set of contract drawings all changes from the installations originally indicated. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by lower tier contractors are the responsibility of the Contractor.

**SECTION TWENTY-THREE
PUNCH LIST & INSPECTION**

- (A) Contractors Punch List. When the work, or designated portion thereof, is near completion, the Contractor shall prepare a list of all deficient items remaining of the work or the designated portion thereof (the “Contractor’s Punch List”)
- a. The Contractor shall proceed to correct all items listed on the Contractor’s Punch List and verify that the deficient items have been corrected by signing said Punch List.
 - b. The Contractor shall submit the signed Contractor’s Punch List to the Contracting Officer.
- (B) Architect/Engineer’s Punch List. Within (7) days of receipt of the request for Final Inspection the Contracting Officer shall work with the Project Coordinator, Construction Manager and Architect/Engineer to notify the Contractor acceptance or rejection of the request for Final Inspection, stating reasons for any rejections
- a. Upon acceptance of the Contractor’s request, the Architect/Engineer, Contracting Officer, Project Coordinator, and Construction Manager shall conduct the Final Inspection to determine whether the work, or designated portion thereof, is in conformity with the Contract Documents. The Contracting
 - b. Officer shall notify the Contractor, the Architect/Engineer, Project Coordinator and the Construction Manager of the scheduled time of the Final Inspection.
 - c. Within three (3) days of the Final Inspection, the Contracting Officer shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list if such items shall be known as the Architect/Engineer’s Punch List.
- (C) Correction of Punch List Items. Within 30 days of written notice the Contractor shall complete and correct all items remaining on the Contracting Officer’s Punch List.
- a. If the Work on the Punch List cannot be completed within 30 days of receipt of the written notice, the Contractor shall justify, to the Contracting Officer the reasons the items cannot be so completed, and the Contractor shall propose to the Contracting Officer a time when such items will be completed.
 - b. Failure of the Architect/Engineer or Project Coordinator and Construction Manager to include any items in the Architect/Engineer’s Punch List shall not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.
 - c. If multiple inspections of items on the Architect/Engineer’s Punch List are required due to the Contractor’s failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by other Contractors and Tulalip Tribes of Washington resulting from any attendant delay.
- (D) Deferred Items. With the approval of the Contracting Officer, when Final Inspection, items of work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Contracting Officer agrees that a particular item not be completed until a subsequent date, the Tulalip Tribes of Washington may release payment to the Contractor less the cost of completing the remaining work as determined in the sole discretion of the Tulalip Tribes of Washington.
- (E) Guarantee Period of Inspection. The Contractor will attend a walk-through of the Project scheduled by the Contracting Officer to occur one month prior to the expiration of the one (1) year warranty period provided by the Contractor. The walk-through will be attended by the Contracting Officer.
- a. The Construction Manager, with the assistance of the Architect/Engineer, shall notify the Tulalip Tribes of Washington of any defects in workmanship, materials and equipment

**SECTION TWENTY-FOUR
HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(A) In performing this Contract, the Contractor shall be responsible for: (1) Ensuring that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters; (2) Protecting the lives, health, and safety of other persons; (3) Preventing damage to property, materials, supplies, and equipment; and (4) Avoiding work interruptions.

(B) For these purpose, the Contractor shall: (1) Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of labor at 29 agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions under applicable tribal law; and (2) include the terms of this clause in every subcontract so that such terms will be binding on each lower tier subcontractor.

(C) The Contractor shall maintain and accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment and shall report this data in the manner prescribed by applicable tribal law an in the manner prescribed by 29 CFR Part 1904.

(D) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop work order issued under these circumstances. Failure to receive notice from the Contracting Officer under this section shall not relieve Contractor of any of its responsibilities under this section.

(E) The Contractor shall be responsible for its lower tier subcontractor's compliance with the provisions of this clause. The Contractor shall take such action with respect to any lower tier subcontractor as the Owner, or the Tribal entity or agency have jurisdiction over such matters or any other entity or agency having authority over such matters shall direct as a means of enforcing such provisions.

(F) The Contractor shall immediately notify the Contracting Officer in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site or believed to be encountered on the site. The Contractor shall immediately stop work in the affected area until the nature of the material or substance has been ascertained and until such remedial or corrective measures, if any are required, has been taken. A compensable time extension shall be issued to the Contractor if jobsite progress is slowed, stalled, suspended, or the Contract terminated as a result of such discovery.

(G) The Contractor will submit to the Contracting Officer prior to the commencement of any work a detailed company safety plan that will be used during the execution of the contract. The plan shall name the on-site company safety officer that will be responsible to conduct on site safety meetings, modify safety plan and make notification to the Contracting Officer in the event of any on-site accidents by an employee of the company. Contractor is responsible to provide the minutes of the safety meetings held by the Company on a weekly basis.

**SECTION TWENTY – FIVE
PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND
IMPROVEMENTS**

(A) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract.

- (B) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Contract, or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (C) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site; and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (D) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (E) Any equipment temporarily removed as a result of work under this Contract shall be protected, cleared, and replaced in the same condition as at the time of award of this Contract.
- (F) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (G) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the specifications or other contract documents.
- (H) If the removal of the existing work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the specifications or other contract documents.
- (I) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (J) The Contractor shall be responsible for any damages on account of settlement or the loss of lateral support of the adjoined property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for injury or damage to adjoining and adjacent structures and their premises and shall indemnify and save harmless the Owner there from.
- (K) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

SECTION TWENTY – SIX
TEMPORARY BUILDING AND TRANSPORTATION OF MATERIALS

- (A) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings may be abandoned and need not be removed.
- (B) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in performing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any applicable tribal, federal, state, or local law or regulation. When it is necessary to cross curbs or

sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

SECTION TWENTY – SEVEN INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION

- (A) Definitions. As used in this clause –
- (1) “Acceptance” means the act by which the Contracting Officer approves the work performed under this contract. Acceptance may be partial or complete. (2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies during the normal course of construction as identified in the approved Construction Schedule) to determine whether it conforms to contract requirements. (3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (B) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements, including applicable tribal laws, ordinances, codes, rules and regulations. All work is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (C) Owner inspections and tests are for the sole benefit of the Owner and do not: (1) Relieve the Contractor of responsibility for providing adequate quality control measures; (2) Relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) Constitute or imply acceptance; or, (4) Affect the continuing rights of the Owner after acceptance of the completed work under paragraph (K) below.
- (D) The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (E) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and test in a manner that will not delay the work. Special, full size and performance tests shall be performed as described in the contract.
- (F) The Contracting Officer may conduct routine inspections of the construction site on a daily basis.
- (G) The Contractor shall, without charge, replace or correct work found by the Contracting Officer not to conform to Contract requirements, unless the Contracting Officer decides that it is in the Owner’s interest to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (H) If the Contractor does not promptly replace or correct rejected work, the Contracting Officer may (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) Terminate for default the Contractor’s right to proceed.
- (I) If any work requiring inspection is covered up without approval of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.
- (J) If at any time before final acceptance of the entire work, the Contracting Officer considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all

necessary facilities, labor, and materials. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction, and the Contractor shall not be entitled to any adjustment in the time for completion of the work. If however, such work is found to meet the requirements of the Contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction related to conforming work, including, if completion of the work was thereby delayed, a compensable extension of time to the Contract.

(K) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Contracting Officer determines that the state of preparedness is as represented, the Contracting Officer will conduct the inspection. Unless otherwise specified in the Contract, the Owner shall accept, as soon as practicable after completion and inspection by the Contracting Officer, all work required by the Contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.

(L) Nothing in this clause shall impose any duty on the Owner to conduct any inspection and inspections conducted by the Owner shall be for its sole benefit and use.

SECTION TWENTY – EIGHT WARRANTY OF TITLE

The Contractor warrants good title to all materials, supplies, and equipment, unless purchased by Owner that is incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charge, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien or purported lien upon the premises or anything appurtenant thereto.

SECTION TWENTY – NINE WARRANTY OF CONSTRUCTION

In addition to any other warranties in this contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Owner take possession.

(A) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damages to real or personal property of the Owner or of any other person or entity when the damages is the result of; (1) The Contractor's failure to conform to Contract requirements; or (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(B) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damages to real or personal property of the Owner or of any other person or entity when the damages is the result of; (1) The Contractor's failure to conform to Contract requirements; or (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(C) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(D) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractors expense.

(E) With respect to all warranties, express or implied, from lower tier subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that it would give in normal commercial practice; (2) Require all warranties to be executed in writing and assigned to the Owner, for the benefit of the Owner and its successors and assigns; and (3) Enforce all warranties for the benefit of the Owner and its successors and assigns.

(F) Before final acceptance of the work by the Contracting Officer, the Contractor shall provide to the Contracting Officer all special warranties required to be provided in the specifications or other Contract documents. Any such warranties to be provided by subcontractors, manufacturers, or suppliers shall comply with the provisions of subparagraph (E) (2) and (E) (3).

(G) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.

(H) Notwithstanding any provisions herein to the contrary, the time limitations established under this clause relate only to the scope of the obligation of the Contractor to correct the work, and has no relationship to the time within which any obligation of the Contractor under this contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any obligation under this contract. .

(I) These warranties set forth in this clause and elsewhere in the Contract documents shall not limit the Owner's rights with respect to latent defects, gross mistakes or fraud.

SECTION THIRTY PROHIBITIONS AGAINST LIENS

The Contractor is prohibited from placing a lien or purporting to place a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

SECTION THIRTY-ONE CONFLICTS

- (A) In the event of a conflict or discrepancy within, between or among any of the Contract documents, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense.
- (B) In the event of a conflict between the terms of this instrument and the contract exhibits, the terms of this instrument shall take precedence.
- (C) In the event of a conflict between the Contract and applicable tribal law or regulations, the tribal law or regulations shall prevail.

SECTION THIRTY-TWO CLAIMS AND DISPUTES

- (A) "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the Contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (B) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall first be resolved under this clause.
- (C) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Contractor shall give written initial notice to the Contracting Officer of any claim within fourteen (14) days of when Contractor knew, or reasonably should have known, of the event or condition giving rise to an apparent claim. Any claim by Owner against the Contractor shall be submitted to the Contractor in writing. The Contractor shall respond to claims of the Owner within 14 days of receipt of the Owner's claim. The Contractor's response will be reviewed by the Contracting Officer and the Architect and the Contracting Officer shall issue a written determination.

- (D) For claims initiated by Contractor, within 14 days of providing initial written notice of claim as required by 31(C), Contractor shall give supplemental notice of claim to the Contracting Officer describing the claim in reasonable detail including at a minimum: (1) the date and time and description of the event giving rise to the request for adjustment or interpretation of Contract terms, a payment of money, an extension of time or other relief with respect to the terms of the Contract; (2) a statement to the nature of the impacts to the Contractor, its subcontractors or consultants, if any; (3) the amount of the adjustment or an estimate thereof in Contract sum and or Contract time, if any, sought by the Contractor; and (4) the contractual term on which the claim is based. Failure of the Contractor to give an initial notice of claim or supplement the initial notice strictly in compliance with the timeframes set forth in sections 32(C) & (D) shall constitute an absolute and complete waiver, bar and release of such claim.
- (E) The Contracting Officer shall, within 30 days after receipt of the request, provide a written determination of the Contractor's Claim.
- (F) If the Contractor disagrees with the Contracting Officer's decision, it may invoke the dispute resolution procedures in Section 33.
- (G) Compliance with written claim procedures in this Section shall be a required condition precedent to the Contractor invoking the Dispute Resolution procedures in Section 33.
- (H) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.

SECTION THIRTY-THREE DISPUTE RESOLUTION.

Claims, disputes, or other matters in controversy arising out of or related to the Contract, for which the requisites for invoking dispute resolution have been satisfied, shall be subject to mediation as a condition precedent to litigation.

The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Judicial Arbitration and mediation Services' (JAMS) Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

This Agreement shall be governed by the law of the Tulalip Tribes and any applicable federal laws and regulations. The Owner does not hereby consent to jurisdiction under any tribal, state or federal law that would not otherwise apply to the Owner as a Tulalip Tribes governmental entity or activity occurring within Indian Country.

SECTION THIRTY-FOUR POSSESSION UPON SUBSTANTIAL COMPLETION

Owner reserves the right to take over and utilize areas of the work site upon which the Contractor's work has been substantially completed, although other portions of the contracted work remain to be finished. In such an instance, all the Contractor's obligations under this Contract shall remain in force and the Contractor will remain responsible for the entire project covered by this Contract until the Contracting Officer has issued a certificate of completion.

SECTION THIRTY FIVE CONTRACT COMPLETION

(A) The Contractor, as a condition precedent to execution of the certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Contracting Officer for review for conformity with the requirements of the Contract Documents, then at the Construction Managers approval may send transmittal to the Architect/Engineer for approval, which may include, without limitation:

- a. Certificate of Occupancy issued by the local building department;

- b. Inspection Certificates required and issued by the authority having jurisdiction, such as Plumbing, Piping Purification, Pressure Piping, Elevator, Boiler, Electrical, etc.;
- c. Letter of Approval from the Fire Marshal for fire suppression system;
- d. Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;
- e. Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;
- f. Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;
- g. An electronic copy of all Operating and Maintenance manual documentation, As-Built drawings, Warranties and Guarantees and other Contract Documents in a pdf format;
- h. Assignment to the Tulalip Tribes of Washington of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;
- i. Final waiver and release of claims from all subcontractors that they are paid in full.

A final waiver and release of claims affidavit to certify that the Contractor has paid all Subcontractors, Material Suppliers and laborers in full for all Work performed or materials furnished for the Project.

**SECTION THIRTY – SIX
NOTICES TO THE CONTRACTOR**

Whenever notice is required to be delivered to Owner or Contractor, the same shall be effective when mailed via first class US Mail, postage prepaid, to the following persons of the following addresses:

<u>CONTRACTOR</u> <hr/> <hr/> <hr/> <hr/>	<u>OWNER</u> <u>Tulalip Tribes Construction</u> <hr/> <u>The Tulalip Tribes</u> <hr/> <u>6406 Marine Drive</u> <hr/> <u>Tulalip, WA 98271</u> <hr/>
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Contractor shall notify Owner of any Change of Address.

**SECTION THIRTY-SEVEN
T.E.R.O**

Contractor agrees that Contract is subject to the Tulalip Tribal Employment Rights Ordinance, TTC 9.05.

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian Reservation as of the day and year first above written.

Attest:

Contractor:

Signature

Title

Date

Tulalip Tribes (BOD):

Signature

BOD Chairwoman

Title

Date

SAMPLE

The Consolidated Borough of Quil Ceda Village

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA (“OWNER”):

_____ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment (collectively, the “Work”) for construction on The Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1 Project (the “Project”), located at _____, Tulalip, WA 98271.

Upon receipt of payment by the Releasing Party of \$ _____, whether in cash, by check or by joint check, the Releasing Party represents and certifies to Owner that: (i) Releasing Party and all of its subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment and there is no known basis for the filing of any claim in respect of the Work except for (a) any claim that the Releasing Party has previously provided written notice to Owner about such claim, and (b) amounts owed to Releasing Party and/or any subcontractor or supplier that are considered Cost of the Work but have been withheld by the Owner; and (iii) waivers and releases from all Subcontractors and/or Suppliers being billed under a Releasing Party Subcontract Agreement or Purchase Agreement have been obtained in form substantially similar hereto as to constitute an effective waiver and release of all known claims. Notwithstanding the foregoing, this Interim Waiver and Release of Claims shall not apply to any amounts owed for Work which has been provided to the Project during a billing period prior to the date hereof where Releasing Party and/or any subcontractor or supplier has not yet requested reimbursement for the cost of the Work provided to the Project.

If any claim covered by this Interim Waiver and Release of Claims is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers, vendors or materialmen at any tier against or with respect to Owner or the Project then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim and (2) shall indemnify, defend and hold harmless Owner and the Project from and against any and all costs, damages, expenses, court costs and attorney fees arising from such claim or any litigation resulting from such claim.

(the Releasing Party)

DATED: _____

By: _____

Printed Name: _____

Its: _____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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The Consolidated Borough of Quil Ceda Village

FINAL WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE ("OWNER"):

Upon receipt of payment of \$ _____, whether in cash, by check or by joint check, _____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on The Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1 Project (the "Project"), located at _____, Tulalip, WA 98271.

The Releasing Party hereby unconditionally waives and releases any and all claims, stop notices, rights to submit stop notices, suits, demands, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") against or with respect to The Tulalip Tribes of Washington, which is referred to as the Owner in the Contract Documents, or any other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to the Project, the Property, improvements to the Property and materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties").

Upon the receipt of the aforesaid amount, the Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it for work, services, material or equipment in connection with the Work and the Releasing Party represents and warrants that all amounts due and owing to consultants, subcontractors and suppliers below the Releasing Party in connection with this Project have been paid, unless noted herewith as approved by Owner.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers or laborers at any tier against or with respect to any of the Released Parties or any of the Released Properties, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

(the Releasing Party)

DATED: _____

By: _____

Printed Name: _____

Its: _____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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Buyer's Retail Sales Tax Exemption Certificate

Do not use this form for resale purchases

This certificate is for:

Single use

You need to show this certificate each time you buy an exempt item.

Blanket certificate

You can use this certificate anytime, as long as you and the seller/marketplace facilitator have a recurring business relationship. A recurring business relationship means you have at least one sale transaction within 12 months (RCW 82.08.050(7)(c)).

Name:

Date:

Mailing address:

City:

State:

Zip:

**I, the undersigned buyer, certify I am making an exempt purchase for the following reason:
(Enter information and/or check applicable box(es)).**

1 Nonresident vessel purchases:

Place of residence:

Type of proof of residence accepted (driver's license, State Issued ID Card, etc) _____,

including any identification numbers _____, and expiration date _____.

Watercraft (make, model and serial number of vessel):

Registered or documented with the US Coast Guard or state of principal use and will leave
Washington waters within 45 days; or

Buyer is a resident of a foreign country. Purchase is for use outside Washington and will
leave Washington water within 45 days.

Seller's signature:

2 Electric vehicles/vessels:

- a. Batteries or fuel cells for electric vehicles and services for installing, repairing, or improving electric vehicle batteries and fuel cells.
- b. Tangible personal property that will become a component of a battery or fuel cell electric vehicle infrastructure and labor and services for installing, constructing, repairing, or improving battery or fuel cell electric vehicle infrastructure, including hydrogen fueling stations.
- c. Zero emissions buses.
- d. Vessels equipped with battery-powered electric marine propulsion systems or the systems themselves with continuous power greater than 15kW.
- e. Batteries and battery packs or shoreside battery infrastructure used to exclusively power electric marine propulsion systems operating at a continuous power greater than 15kW.

3 Intrastate air transport:

Airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes.

4 Interstate or foreign commerce or commercial deep sea fishing business:

- a. Motor vehicle, trailers and component parts thereof used to transport persons or property for hire in interstate or foreign commerce.
- b. Airplanes, locomotives, railroad cars or watercraft and component parts thereof used in transporting persons or property for hire.
- c. Labor and services rendered to construct, repair, clean, alter or improve for hire carrier property.
- d. Items for use connected with private or common carriers engaged in air, rail or water in interstate or foreign commerce. (Note: Items consumed in the state are subject to use tax.)
- e. Watercraft, component parts, labor and services, and/or diesel fuel used in a qualifying commercial deep sea fishing operation.

Registered vessel name:

Vessel number:

- f. Purchases of liquefied natural gas (LNG) by private or common waterborne carriers in interstate or foreign commerce. The exemption applies to ninety percent of LNG transported and consumed outside this State by the buyer.

5 Other:

Prescription items: You must use the Sales Tax Exemption Certificate for Health Care Providers to claim exemptions for items prescribed for human use and other medical purchases.

- a. Waste vegetable oil used to produce biodiesel fuel for personal use.
- b. Equipment rental and purchase of services for use in motion picture and video production.
- c. Objects of art or cultural value purchased by an artistic or cultural organization.
- d. Adaptive automobile equipment purchased by disabled veterans.
- e. Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets (describe):
- f. Computer hardware, peripherals, software and related installation, used by the aerospace industry.
- g. Labor, services and tangible personal property related to the constructing of new buildings by a manufacturer of commercial airplanes, fuselages, or wings of a commercial airplane, or by a port district, political subdivision, or municipal corporation to be leased to such a manufacturer.
- h. Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
- i. City, County, Tribal, or Inter-Tribal Housing Authorities.
- j. Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.
 Types of goods purchased:
 Point of delivery: _____ Carrier/agent: _____
- k. Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.
- l. Hog fuel used to produce electricity, steam, heat, or biofuel.
- m. Tangible personal property under the weatherization assistance program.
- n. Trail grooming services.
- o. Honey bees, honey bee feed purchased by an eligible apiarist. Apiarist ID #:
- p. Federal credit union purchases.
- q. Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.
- r. Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.
- s. Joint Municipal Utilities Services Authority.
- t. Paratransit vehicles purchased by paratransit service providers.
- u. Large/private airplanes purchased by nonresidents.
- v. Standard financial information purchased by qualifying international investment management companies and their affiliates.

- w. Material and supplies directly used in the packing of fresh perishable horticultural products by persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers.
- x. Vessel deconstruction services.
- y. Only for delivered bottled water No source of potable water Prescribed water
Purchased with food stamps (SNAP)
- z. Anaerobic digesters and repair services.
- aa. Purchases of solar energy machinery and equipment that generates at least 1 kilowatt (kW) and no more than 100 kW of electricity and labor and services rendered in regard to installation of such equipment.
- bb. Ride-sharing vehicles to be used in certain rideshare programs.
- cc. Mobility enhancing equipment for complex needs patients.

Items purchased:

Certification:

I, the undersigned buyer, understand that by completing and signing this certificate I am certifying that I qualify for the tax exempt purchase(s) indicated above. I understand that I will be required to pay sales or use tax on purchases that do not qualify for an exemption. In addition, I understand that false or erroneous use of this certificate will result in liability for unpaid tax with interest and may result in additional penalties.

Type of entity: Individual Corporation Sole Proprietor Partnership
Other (explain)

Type of business: Account ID:

Buyer name: Title:

Street address:

City, State, Zip:

Buyer signature:

**Seller must retain the original of this certificate for their records.
Do not send a copy of this certificate to the Department of Revenue.**

Instructions

Buyer's must ensure entitlement to the exemption before using this certificate.

For information regarding exemptions, contact Washington State Department of Revenue Taxpayer Information Center at 360-705-6705 or visit our website at dor.wa.gov.

Line 1 applies to watercraft purchased by a nonresident for use outside Washington when delivery take place in Washington. The buyer must provide proof of residency (picture ID) and check the applicable box. By checking the box, the buyer certifies that the vessel will leave Washington State waters within forty-five days. Sellers must examine and document the proof of residency provided by the buyer. **Seller must sign the form.** By signing the form, the seller certifies that the seller has examined and listed the buyer's proof of residency. See WAC 458-20-238 for acceptable proof of residency for corporations, partnerships and limited liability companies. Reference: RCW 82.08.0266, RCW 82.08.02665 and WAC 458-20-238.

Line 2a applies to the purchase of batteries or fuel cells for electric vehicles and services for installing, repairing, or improving electric vehicle batteries and fuel cells. Reference: RCW 82.08.816.

Line 2b applies to the purchase of tangible personal property that will become a component of an electric vehicle infrastructure or to labor and services rendered in respect to installing, constructing, repairing, or improving electric vehicle infrastructure, including hydrogen fueling stations. Reference: RCW 82.08.816.

Line 2c applies to the purchase of zero emissions buses. Reference: RCW 82.08.816.

Line 2d applies to the purchases of vessels with battery- powered electric marine propulsion systems or the systems themselves with continuous power greater than 15 kW. Reference: RCW 82.08.996.

Line 2e applies to the purchase of marine batteries, shoreside infrastructure, and related labor and installation charges used with electric vessel marine propulsion systems. Reference: 82.08.996.

Line 3 applies to the purchase of airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes. Commuter air carriers are air carriers holding authority under Title 14, part 298 of the code of federal regulations that carries passengers on at least five round trips per week on at least one route between two or more points. Reference: RCW 82.08.0262 and 82.12.0254.

Line 4a applies to the purchase of motor vehicles, or trailers by a business operating or contracting to operate for the holder of a carrier permit issued by the Interstate Commerce Commission. The exemption also applies to component parts and repairs of such carrier property including labor and services rendered in the course of constructing, repairing, cleaning, altering or improving the same. The buyer must attach a list stating make, model, year, serial number, motor number and ICC permit number. Reference: RCW 82.08.0263 and WAC 458-20-174.

Line 4b applies to the purchase of airplanes, locomotives, railroad cars, or watercraft for use in conducting interstate or foreign commerce by transporting therein or there with persons or property for hire. The exemption also applies to component parts of such carrier property. Reference: RCW 82.08.0262 and WAC 458-20-175.

Line 4c applies to charges for labor and services rendered in the course of constructing, repairing, cleaning, altering or improving carrier property when carrier property is used for hire. Reference: RCW 82.08.0262 and WAC 458-20-175.

Line 4d applies to the purchase of durable goods or consumables, other than those mentioned in line 4b, for use in connection with interstate or foreign commerce by such businesses. The goods must be for exclusive use while engaged in transporting persons or property in interstate or foreign commerce. The exemption does not apply to charges for labor or services in regard to the installing, repairing, cleaning or altering of such property. Although exempt from retail sales tax, materials are subject to use tax if consumed in Washington. Unregistered businesses must attach a list stating the description and quantity of items that will be consumed in Washington and pay use tax to the seller. Reference: RCW 82.08.0261 and WAC 458-20-175.

Line 4e applies to the purchase of vessels, component parts, or repairs by persons engaged in commercial deep sea fishing operations outside the territorial waters of the state of Washington. The exemption also applies to the purchase of diesel fuel used in commercial deep or commercial passenger fishing operations when annual gross receipts from the operations are at least five thousand dollars. Reference: RCW 82.08.0262, RCW 82.08.0298, and WAC 458-20-176.

Line 4f applies to the purchase of LNG by carriers that are registered with the Department of Revenue. Carriers not registered with the Department must pay sales tax on all LNG at the time of purchase, and may later apply for a partial refund directly from the Department.

Line 5a applies to the purchase of waste vegetable oil from restaurants and food processors to produce biodiesel fuel for personal use. The exemption does not apply to persons that are engaged in selling biodiesel fuel at wholesale or retail. Reference: RCW 82.08.0205.

Line 5b applies to the rental of production equipment and purchases of production services by motion picture and video production companies. Reference: RCW 82.08.0315 and Motion Picture-Video Production Special Notice.

Line 5c applies to the purchase of objects of art or cultural value, and items used in the creation of a work of art (other than tools), or in displaying art objects or presenting artistic or cultural exhibitions or performances by artistic or cultural organizations. Reference: RCW 82.08.031 and WAC 458-20-249.

Line 5d applies to the purchases of add-on adaptive automotive equipment purchased by disabled veterans and disabled members of the armed forces currently on active duty. To qualify the equipment must be prescribed by a physician and the purchaser must be reimbursed by the Department of Veterans Affairs and the reimbursement must be paid directly to the seller. Reference: RCW 82.08.875.

Line 5e applies to the purchase of animal pharmaceuticals by veterinarians or farmers for the purpose of administering to an animal raised for sale by a farmer. Animal pharmaceuticals must be approved by the United States Food and Drug Administration or the United States Department of Agriculture. This exemption does not extend to or include pet animals. Reference: RCW 82.08.880.

Line 5f applies to the purchase of computer hardware, peripherals, and software, and related installation, not otherwise eligible for the M&E exemption, used primarily in development, design, and engineering of aerospace products or in providing aerospace services. Reference: RCW 82.08.975.

Line 5g applies to charges for labor and services rendered in respect to the constructing of new buildings used primarily to manufacture commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. The exemption is available to manufacturers engaged in manufacturing commercial airplanes, fuselages of commercial

airplanes, or wings of commercial airplanes. It is also available to port districts, political subdivisions, or municipal corporations who lease an eligible facility to a manufacturer engaged in eligible manufacturing activities. The exemption also applies to sales of tangible personal property that will become a component of such buildings during the course of the constructing, and to labor and services rendered in respect to installing, during the course of constructing, building fixtures not otherwise eligible for the exemption under RCW 82.08.02565(2)(b). Reference: RCW 82.08.980 and RCW 82.32.850.

Line 5h applies to the purchase of computer hardware, peripherals, digital cameras, software, and related installation not otherwise eligible for the M&E exemption that is used primarily in the printing or publishing of printed materials. The exemption includes repairs and replacement parts. Reference: RCW 82.08.806.

Line 5i applies to all retail purchases of goods and services by City, County, Tribal, or Inter-Tribal Housing Authorities. Reference: RCW 35.82.210.

Line 5j applies to the purchase of goods for use in a state, territory or possession of the United States which is not contiguous to any other state such as Alaska, Hawaii, Guam, and American Samoa. For the exemption to apply, the seller must deliver the goods to the usual receiving terminal of the for-hire carrier selected to transport the goods. Reference: RCW 82.08.0269.

Line 5k applies to the purchase of gases and chemicals by a manufacturer or processor for hire in the production of semiconductor materials. Limited to gases and chemicals used to grow the product, deposit or grow permanent or sacrificial layers on the product, to etch or remove material from the product, to anneal the product, to immerse the product, to clean the product, and other uses where the gases and chemicals come into direct contact with the product during the production process, or gases and chemicals used to clean the chambers and other like equipment in which processing takes place. Reference: RCW 82.08.9651.

Line 5l applies to the purchase of hog fuel to produce electricity, steam, heat, or biofuel. Hog fuel is defined as wood waste and other wood residuals including forest derived biomass. Hog fuel does not include firewood or wood pellets. Reference: RCW 82.08.956.

Line 5m applies to the purchase of tangible personal property used in the weatherization of residences under the weatherization assistance program. The tangible personal property must become a component part of the residence. Reference: RCW 82.08.998.

Line 5n applies to the purchase of trail grooming services by the state of Washington and nonprofit corporations organized under chapter 24.03 RCW. Trail grooming activities include snow compacting, snow redistribution, or snow removal on state or privately-owned trails. Reference: RCW 82.08.0203.

Line 5o applies to all honey bees and honey bee feed (e.g. sugar) purchased by an eligible apiarist. An eligible apiarist is a person who: owns or keeps one or more bee colonies; grows, raises, or produces honey bee products for sale at wholesale; and registers their hives/colonies with the WA State Department of Agriculture as required by RCW 15.60.021. References: RCW 82.08.0204 and RCW 82.08.200.

Line 5p applies to the purchase of goods and retail services by federally chartered credit unions. Federal credit unions are exempt from state and local consumer taxes under federal law, such as sales tax, lodging taxes and rental car tax. To be exempt, the federal credit union must pay for goods and services directly, such as by a check written on the federal credit union or a credit card issued to the federal credit union. Sellers should keep a copy of the check or credit card used for payment to substantiate the exempt nature of the sale. Reference: WAC 458-20-190.

Line 5q applies to the purchase of wax and ceramic materials used to create molds consumed during the process of creating ferrous and nonferrous investment castings used in industrial applications. Also applies to labor or services used to create wax patterns and ceramic shells used as molds in this process. Reference: RCW 82.08.983.

Line 5r applies to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state. The exemption also applies to sales of tangible personal property which becomes a component part of such ferry vessels and sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels. Reference RCW 82.08.0285.

Line 5s applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority. Reference: RCW 82.08.999.

Line 5t applies to purchases of small buses, cutaways, and modified vans not more than 28 feet long by a public social service agency (transit authority) or a private, nonprofit transportation provider. Reference: RCW 82.08.0287.

Line 5u applies to purchases of private airplanes by nonresidents weighing over 41,000 pounds. It also provides an exemption for charges for repairing, cleaning, altering or improving such airplanes owned by nonresidents. A nonresident qualifies for these exemptions when they are not required to register the airplane with the Department of Transportation. Reference: RCW 82.08.215.

Line 5v applies to the purchase and use of standard financial information by a qualifying international investment management companies and their qualifying affiliates to \$15 million dollars in a calendar year. The standard financial information may be provided in a tangible format (e.g. paper documents), on a tangible media (e.g. DVD, USB drive, etc.) or as a digital product transferred electronically. Reference: RCW 82.08.207.

Line 5w applies to purchases of materials and supplies used in packing horticultural products. The exemption applies only to persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers as defined in RCW 82.04.330 and that are entitled to a deduction under RCW 82.04.4287 either as an agent or an independent contractor. Reference: RCW 82.08.0311.

Line 5x applies to deconstruction of vessels. "Vessel deconstruction" means permanently dismantling a vessel, including: Abatement and removal of hazardous materials; the removal of mechanical, hydraulic, or electronic components or other vessel machinery and equipment; and either the cutting apart or disposal, or both, of vessel infrastructure. For the purposes of this subsection, "hazardous materials" includes fuel, lead, asbestos, polychlorinated biphenyls, and oils. "Vessel deconstruction" does not include vessel modification or repair. In order to qualify for this exemption the vessel deconstruction must be performed at either a qualified vessel deconstruction facility; or an area over water that has been permitted under section 402 of the clean water act of 1972 (33 U.S.C. Sec. 1342) for vessel deconstruction. Reference RCW 82.08.9996.

Line 5y this sales tax exemption only applies to bottled water delivered to the buyer in a re-usable container not sold with the water under one of the following three conditions:

1. No Source of Potable Water – Retail sales and use taxes do not apply to sales of bottled water for human use to persons who do not have a readily available source of potable water. Potable water is water that is safe for human consumption.

2. Water dispensed to patients pursuant to a prescription – Retail sales and use taxes do not apply to sales of bottled water for human use dispensed or to be dispensed to patients, pursuant to a prescription for use in the cure, mitigation, treatment, or prevention of disease or medical condition.

“Prescription” means an order, formula, or recipe issued in any form of oral, written, electronic, or other means of transmission by a duly licensed practitioner authorized by the laws of this state to prescribe.

3. Purchased under the Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program.

Line 5z applies to the purchases by owners and operators of anaerobic digesters of services to install, construct, repair, clean, alter, or improve an anaerobic digester. Also applies to purchases of tangible personal property that becomes an ingredient or component of the anaerobic digester. As of July 1, 2018 this includes equipment necessary to process biogas and digestate from an anaerobic and biogas from a landfill into marketable coproducts. See RCW 82.08.900.

Line 5aa applies to the purchases of solar energy machinery and equipment that generates at least 1 kilowatt and no more than 100kW of electricity. This exemption also applies to the labor and services purchased to install such machinery and equipment. Reference: RCW 82.08.962.

Line 5bb applies to purchases of vehicles by a public transportation agency, a major employer, or employees of major employers, to be primarily used for ride sharing or ride sharing for persons with special transportation needs. The vehicle and use of vehicle must meet the criteria in RCW 82.08.0287.

Line 5cc applies to the purchase of mobility enhancing equipment used by a complex needs patient to meet the user's specific and unique medical, physical, and functional needs and capacities for basic activities when medically necessary to prevent hospitalization or institutionalization.

“Complex needs patient” means an individual with a diagnosis or medical condition that results in significant physical or functional needs and capacities.

“Mobility enhancing equipment” means equipment, including repair and replacement parts for mobility enhancing equipment that:

- Is primarily and customarily used to provide or increase the ability to move from one place to another and that is appropriate for use either in a home or a motor vehicle;
- Is not generally used by persons with normal mobility; and
- Does not include any motor vehicle or equipment on a motor vehicle normally provided by a motor vehicle manufacturer. Reference SSB 5218, Chapter 319 Laws of 2023.

Special Provisions

INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

Reference to State Law in the WSDOT Standard Specifications applicable to State Agencies shall not be applicable to The Tulalip Tribes of Washington.

The project-specific Special Provisions are designated by “(*****)”. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

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DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****)

Quil Ceda Village 19th Ave Water Distribution Improvements Phase 1.

The Work includes construction of approximately 2,160 linear feet of restrained 18-inch-diameter Class 52 ductile iron pipe and associated restrained fittings, 140 linear feet of restrained 12-inch-diameter Class 52 ductile iron and associated restrained fittings, one 18-inch butterfly valve, one 18-inch gate valve, two fire hydrant assemblies, and three combined air/vac valve assemblies beginning at the Quil Ceda Village Utilities Department Pump Station, then continuing east along Magazine Road to the 105th St NE and 27th Ave NE intersection, and connect to the existing 18-inch water main. The Work also includes two connections to the existing water system, temporary erosion and sediment control, roadway/trench restoration, 1,200 linear feet gravel road, and two culvert crossings. Pipe installation within existing gravel and paved roadways shall be restored in kind.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend the tenth paragraph "Completion Dates" of Section 1-01.3:

(*****)

Dates

Bid Opening Date

The date on which the Contracting Agency opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the most responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, all the initial plantings are completed, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

The following definitions in Section 1-01.3 are supplemented or amended to read:

(*****)

Contracting Agency

Agency of Government that is responsible for the execution and administration of the Contract. "Contracting Agency" refers to the Tulalip Tribes of Washington.

Inspector

The Project Engineer's or Administrator's representative who inspects Contract performance in detail or observes and documents the construction work.

Project Engineer

The Construction Managers representative who directly supervises the engineering and administration of a construction project.

Section 1-01.3 is supplemented with the following:

(*****)

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be specified by the Contracting Agency.

Additive

A supplemental unit of work or group of bid items identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Construction Manager

The individual or firm responsible for providing administration, management and related services as required to coordinate the Project, coordinate the Contractors and provide other services identified in the Contract Documents. "Construction Manager" refers to the Tulalip Tribes as represented by the Tulalip Tribes' Project Manager.

Indian / Native American

The term "Indian or Native American" shall mean any person who is a member of a federally recognized Indian tribe, and recognized as an Indian by the United States, pursuant to its trust responsibility to American Indians.

Liquidated Damages

The sum established in the Contract Documents as the predetermined measure of damages to be paid to the Tulalip Tribes of Washington due to the Contractor's failure to complete the Work, or portions thereof, within stipulated times.

NAOB or NAOB's

Native American Owned Business (NAOB) that has been certified by Tulalip TERO.

Notice of Intent to Award

The notice provided to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Tulalip Tribes of Washington intends to execute a Contract Form with the Bidder.

Notice to Proceed

A notice provided by the Tulalip Tribes of Washington to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for completion of the Work.

Preference / Preferred Employee / Hiring

The term "Preferred Employee" shall mean a person entitled to a preference in employment under Ordinance No. 60, who must be hired in tier preference order before a non-Indian person, whenever an opening is available.

Regulations / Ordinance

Shall mean the regulations implementing any Ordinance adopted by the Tulalip Tribal Employment Rights Commission and the Tulalip Board of Directors, which is a law within the boundaries of the reservation.

Request for Information (RFI)

Written request from the Contractor to the Tribes Representative, through the Engineer, seeking an interpretation or clarification of the Contract Documents.

Reservation

Shall mean all lands and waters within the exterior boundaries of the Tulalip Indian Reservation or within the jurisdiction of the Tulalip Tribes.

Samples

Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish Standards by which the Work will be judged.

Surety

A person or entity providing a Bid Guaranty or a Contract Bond to a Bidder or a Contractor, as applicable, to indemnify the Tulalip Tribes of Washington against all direct and consequential damages suffered by failure of the Bidder to enter into the Contract, or by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

TERO

Means the "Tulalip Tribal Employment Rights Office".

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

Tribal Court

Shall mean the tribal court of the Tulalip Tribes of Washington.

Tribal Entity

Means all subsidiary entities of the Tulalip Tribes and is intended to be as broad and encompassing as possible to ensure the Ordinance's coverage overall employment and contract activities within the Nation's jurisdiction and the term shall be so interpreted by the Commission and the Courts.

Tribal Preference

This is the process of hiring applicants which gives tribal members a higher preference in employment on tribally funded projects or tribal entities.

Tribal Member

The term "Tribal Member" and the term "Member" shall mean any person who is an enrolled member of the Tulalip Tribes.

Tribe

The term "Tribe" or "Tribes" shall mean the Tulalip Tribes of Washington, unless the context clearly indicates otherwise.

Tulalip TERO Code

The Tulalip "Tribal Employment Rights Office" (TERO) Code is the Tribal law which establishes the methods and procedures to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting and specifies the methods and procedures for providing preference to certified NAOB's when contracting and subcontracting for goods or services on the Reservation.

Tulalip Tribes of Washington

The Contracting Agency, Owner or entity for whom the Project is being constructed.

Tulalip Tribes

See Tulalip Tribes of Washington.

Tulalip Tribes' Project Manager

The Tulalip Tribes' representative who provides management and oversight for the project.

Unit Price

An amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the Work.

Veteran

Shall mean a person who has been honorably discharged from the active, reserve, or National Guard armed forces of the United States including Army, Navy, Marines, Air Force, and Coast Guard.

Warranty

Legally enforceable assurance of the quality and performance of materials and equipment.

Waters of the Tribes

"Waters of the Tribes" means all streams, lakes, ponds, wetlands, salt waters, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon:

The lands, wetlands and tidelands within the boundaries of the Tulalip Tribes Reservation; or

All lands, wetlands or tidelands outside the exterior boundaries of the Reservation which are held in fee by the Tulalip Tribes or held in trust by the United States government for the benefit of the Tulalip Tribes or its individual members; and

All lands, wetlands, or tidelands deemed Tulalip "Indian Country" as defined in 18 U.S.C. 1151.

Work

The construction and services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.

1-02 BID PROCEDURES AND CONDITIONS**1-02.2 Plans and Specifications**

(*****)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Notice to Bidders.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***4***	Furnished automatically upon award.
Contract Provisions	***4***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***1***	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.4 Examination of Plans, Specifications, and Site of Work

Section 1-02.4 is supplemented with the following:

(*****)

The soils information used for study and design of this project is available in Appendix C of the Contract Documents.

1-02.4(1) General

(December 30, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business *** 7 *** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(*****)

The first paragraph of Section 1-02.5 is deleted in its entirety.

1-02.6 Preparation of Proposal

(*****)

The first paragraph of Section 1-02.6 is revised to read:

The Contracting Agency will accept only those Proposals properly executed on the forms it provides.

The third paragraph of Section 1-02.6 is revised to read:

In the space provided on the Bid Proposal Form, the Bidder shall confirm that all Addenda have been received.

The fourth paragraph of Section 1-02.6 is deleted in its entirety.

1-02.9 Delivery of Proposal

(*****)

Section 1-02.9 is deleted in its entirety. The proposal shall be submitted as specified in the instruction to bidder and / or special provisions.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(*****)

Section 1-02.10 is deleted in its entirety.

1-02.11 Combination and Multiple Proposals

(*****)

Section 1-02.11 is deleted in its entirety.

1-02.12 Public Opening of Proposals

(*****)

Section 1-02.12 is deleted in its entirety.

1-02.15 Pre-Award Information

(*****)

Section 1-02.15 is revised to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the most responsive and responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any lump sum bid item,
5. Attendance at a conference with the Construction Manager, Engineer, or representatives of the Engineer,
6. Obtain a Tulalip Tribes Business License to do business on the Tulalip Indian Reservation.
7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(*****)
Section 1-03.1 third and fourth paragraph are deleted in their entirety.

1-03.2 Award of Contract

Section 1-03.2 is replaced with the following:

(*****)
Normally, Contract Award or Bid rejection will occur within 60 calendar days after Bid opening. If the lowest responsible Bidder and the Contracting Agency agree, this deadline may be extended. If they cannot agree on an extension by the 60-calendar-day deadline, the Contracting Agency reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids.

1-03.4 Contract Bond

Section 1-03.4 is amended as follows.

(*****)
The Contract Bond shall stay in full force and effect for one year after the Physical Completion Date.

1-03.7 Judicial Review

(*****)
Section 1-03.7 is deleted in its entirety.

1-04 SCOPE OF THE WORK

1-04.4 Changes

1-04.4(1) Minor Changes

Revise the first paragraph to read:

(*****)
Payments or credits for changes amounting to \$50,000 or less for any one item may be made under the Bid Item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

1-04.6 Variation in Estimated Quantities
(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(*****)

Contractor Surveying – Utilities

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes and grades necessary for the construction of the utilities, including water mains. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractor's expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within 3 working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in *Definitions of Surveying and Associated Terms* current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional

survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish water main alignments by placing hubs, stakes, or marks on offsets to centerline at all fittings, valves, vaults and at points on the alignments spaced no further than 50 feet. Place hubs, stakes, or marks on offsets as necessary to adequately locate and construct all fire hydrants, meter boxes/vaults, air/vacuum relief valves, casings, and other appurtenances shown on the Plans.
3. Establish intermediate elevation benchmarks as needed to check work throughout the project.
4. For all other types of water utility construction included in this provision, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Water Main and Appurtenances	±0.10 feet	±0.10 feet
Vaults	±0.10 feet	±0.10feet
Structures	±0.01 feet	±0.02feet

The Contracting Agency may spot check the Contractor's surveying. These spot checks will not change the requirements for normal checking by the Contractor.

Payment

Payment will be made for the following bid item when included in the proposal:

“Utility Surveying”, lump sum.

The lump sum contract price for “Utility Surveying” shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.7 Removal of Defective and Unauthorized Work

Supplement this section with the following:

(October 1, 2005 APWA GSP)

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section including title and replace it with the following:

(October 1, 2005 APWA GSP)

1-05.11 Final Inspections and Operational Testing

New Section

1-05.11(1) Substantial Completion Date

New Section

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

New Section

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.12 Final Acceptance

Add the following new section:

1-05.12(1) One-Year Guarantee Period *(March 8, 2013 APWA GSP)*

New Section

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall

start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

Add the following new section:

(*****)

1-05.16 Water and Power

New Section

The Contracting Agency shall provide water for flushing, testing, and disinfection. A hydrant at the pump station (approximately station 63+00) shall be used for this purpose. The Contractor shall coordinate with the Contracting Agency for hydrant operation. The Contractor shall be responsible for transferring water (via hose, tanker truck, etc.) to the location the Contractor needs it.

The Contractor shall be responsible for temporary power necessary for construction requirements.

Add the following new section:

(*****)

1-05.18 Record Drawings

New Section

The Contractor shall maintain one set of full-size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to

modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains, and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc., include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to, the following:

	Vertical	Horizontal
As-built sanitary and storm invert and grate elevations	± 0.01 foot	± 0.10 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.02 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
 - Additions - Red
 - Deletions - Green
 - Comments - Blue
 - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.

- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 2,000)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-06 CONTROL OF MATERIAL

Add the following new section:

- (*****)
- 1-06.7 Shop Drawings and Submittals New Section**
- 1-06.7(1) General**

Shop drawing and submittal review by the Owner or Owner’s representative will be limited to general design requirements only and shall not relieve the Contractor from responsibility for errors or omissions or responsibility for consequences due to deviations from the Contract Documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

The Contractor shall review each submittal and provide approval in writing or by stamping, with a statement indicating that he has reviewed and approved the submittal, verified dimensional information, materials, catalog numbers, and similar data, confirmed that specified criteria has been met, and acknowledges that the product, method, or information will function as intended. A material submittal form provided by the Engineer or Owner shall be used for each material submittal.

Shop drawing and submittal data for each item shall contain sufficient information on each item to determine if it is in compliance with the contract requirements.

The Owner will provide review services for a first and second review of each submittal item free from charge to the Contractor. The cost to provide additional reviews shall be charged to the Contractor by withholding the appropriate amounts from each progress payment.

Shop drawing and submittal items that have been installed in the work but have not been approved through the review process shall be removed, and an approved product shall be furnished, all at the Contractor's expense. Under no circumstances shall payment be made to the Contractor for materials not approved by the submittal process.

1-06.7(2) Required Information

Each submittal shall be submitted within 10 working days after contract execution to the Engineer.

Shop drawings and submittals shall be submitted electronically and shall contain the following information for all items using the Engineer's or Owner's form:

1. Project Name.
2. Contractor.
3. Engineer.
4. Owner.
5. Applicable specification and drawing reference.
6. A stamp showing that the Contractor has checked the material or equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
7. A blank space for the Engineer to place a 3-inch by 4-inch review stamp.
8. Dimensions and weights.
9. Catalog information.
10. Manufacturer's specifications.
11. Special handling instructions.
12. Maintenance requirements.
13. Wiring and control diagrams.
14. List of contract exceptions.
15. Other information as required by the Engineer.
16. Installation and Operating Instructions.

1-06.7(3) Review Schedule

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to the Contractor no later than 15 working days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain acceptance. Delays caused by the need for resubmittal shall not be a basis for an extension of contract time or

delay damages. Two sets of shop drawings or one electronic response will be returned to the Contractor after review.

1-06.7(4) Substitutions

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to installation or use on this project, as specified below.

1-06.7(4)A After Contract Execution

Within 10 working days after the date of the Notice of Award of Contract, Owner will consider formal requests from Contractor for substitution of product in place of those specified. Contractor shall submit two copies of request for substitution or one electronic response. Data shall include the necessary change in construction methods, including a detailed description of proposed method and related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

In making a request for substitution, Contractor represents that he has personally investigated the proposed product or method and has determined that it is equal or superior to, in all respects, the product specified. All substitutions shall be reviewed and approved by the Tribe prior to incorporation into the project. Upon review and acceptance by the Owner, Contractor shall coordinate installation of accepted substitutions into the work, making changes that may be required for work to be completed. Contractor waives all claims for additional costs related to substitutions that consequently become apparent.

1-06.7(4)B Equivalent Materials

Mention of equipment or materials by brand name and/or model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is intended to include products of other manufacturers that will meet the design standards of the product mentioned.

If the Contractor desires to use products other than those specified under this “or approved equivalent” provision, he shall obtain the approval of the Owner and the Engineer before entering an order therefore. All substitutions or products to be used under the “or approved equivalent” provision shall be reviewed and approved by the Tribe prior to incorporation into the project.

Wherever mention is made of a specific manufacturer, such mentions shall be treated as if the phrase “or approved equivalent” appears thereafter whether or not in fact it does. The terms “or equal” and/or “or approved equivalent” shall be considered synonymous.

Cost of all work under this section shall be incidental to the lump sum contract bid item of “Mobilization”.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

The first paragraph of Section 1-07.1 is revised to read:

(*****)

The Contractor shall always comply with all Federal, State, Tribal, or local laws, ordinances, and regulations that affect Work under the Contract. The Contractor shall indemnify, defend, and save harmless The Tulalip Tribes (including its Board of Directors and all other officers and employees) and the State (including the Governor, Commission, Secretary, and any agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement.

The Contractor shall be responsible to immediately report to the Engineer any deviation from the contract provisions pertaining to environmental compliance, including but not limited to spills, unauthorized fill in waters of the Tribes including wetlands, unauthorized fill in waters of the State including wetlands, water quality standards, noise, air quality, etc.

The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). In particular, the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically, WAC 296.800.11025 prohibits alcohol and narcotics from the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work.

Section 1-07.1 is supplemented with the following:

(*****)

Indian Preference and Tribal Ordinances

This project is located on the Tulalip Indian Reservation. It is the Contractor's responsibility to comply with all applicable Tribal laws, codes, ordinances, and regulations. The Contractor shall comply with them in accordance with Section 1-07.1.

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to: TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan, and/or employee registration requirements. The Contractor shall coordinate with the Tulalip TERO Department to develop an approach that meets their requirements. For specific details, the Contractor shall contact The Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. <http://www.tulaliptero.com/>.

The Tulalip Tribes of Washington has the sovereign authority over the lands of the Tulalip Indian Reservation and has the authority to enact and enforce its laws, ordinances, codes,

and regulations. The Contractor shall comply and cooperate with the Tribes and its representatives. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

Although Indian preference can be compelled and mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or Subcontractor initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

Work on or near Indian reservations: It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word near would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or Subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.

TERO Participation shall be evaluated as follows:

Counting Tulalip Tribal Member Native American Owned Business or Native American Owned Business Participation.

When a Tulalip Tribal Member NAOB or NAOB participates in a contract, only the value of the work actually performed by the Tulalip Tribal Member NAOB or NAOB will be counted towards the Tulalip Tribal Member NAOB or NAOB subcontracting requirement.

1. Count the entire amount of the portion of the contract that is performed by the Tulalip Tribal-owned or Indian-owned enterprise or organization's own forces. Include the cost of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for the work of the contract, including supplies purchased or equipment leased by the Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing resources of the Prime Contractor or its affiliates will not be counted toward Tulalip Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations, a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a Tulalip Tribal Member NAOB or NAOB's ability to perform a Commercially Useful Function (see discussion of CUF, below).
2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member NAOB or NAOB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.

3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal Member NAOB or NAOB's lower-tier subcontractor is also a Tulalip Tribal Member NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal Member NAOB or NAOB contracting requirement.
4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal-owned or Indian-owned enterprise or organization, then that portion of the work further subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement, so long as it is a distinct clearly defined portion of the work of the subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a commercially useful function with its own forces.
5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or Indian-owned enterprise or organization after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime contractor's actions did not influence the Tulalip Tribal-owned or Indian-owned enterprise's or organization's decertification.

Commercially Useful Function

Payments to a Tulalip Tribal Member NAOB or NAOB will count toward Tulalip Tribal Member NAOB or NAOB requirements only if the Tulalip Tribal Member NAOB or NAOB is performing a commercially useful function on the contract.

1. A Tulalip Tribal Member NAOB or NAOB performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the Tulalip Tribal Member NAOB or NAOB must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable), and paying for the material itself. Two-party checks are not allowed.
2. A Tulalip Tribal Member NAOB or NAOB does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Tulalip Tribal Member NAOB or NAOB participation.

Trucking

Use the following factors in determining whether a Tulalip Tribal Member NAOB or NAOB trucking company is performing a commercially useful function:

1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.
2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.
4. For purposes of this paragraph, a lease must indicate that the Tulalip Tribal-owned or Indian-owned enterprise or organization has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Tulalip Tribal Member NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB or NAOB absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Tulalip Tribal Member NAOB or NAOB.
5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from another Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member NAOB or NAOB owner-operator receives credit for the total value of the transportation services the lessee Tulalip Tribal Member NAOB or NAOB provides on the contract.
6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is a non-Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from a non-Tulalip Tribal Member NAOB or NAOB or employs a non-Tulalip Tribal Member NAOB or NAOB owner-operator is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The Tulalip Tribal Member NAOB or NAOB does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a Tulalip Tribal Member NAOB or NAOB.
7. In any lease or owner-operator situation, as described in paragraphs 5 and 6 above, the following rules shall apply:
 - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed-upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.
 - Only the vehicle (not the operator) is leased or rented. Does not apply to owner-operator arrangements.
8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be credited, Tulalip Tribal Member NAOB or NAOB trucking firms must be covered by a subcontract or a written agreement approved by the Contracting Agency prior to performing its portion of the work.

Expenditures Paid to Other Tulalip Tribal Member Native American-Owned Business or Native American-Owned Business.

Expenditures paid to other Tulalip Tribal Member Native American-Owned Business or Native American-Owned Business for materials or supplies may be counted toward Tulalip Tribal Member NAOB or NAOB requirements as provided in the following:

Manufacturer

1. Counting
If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or NAOB manufacturer, count 100 percent of the cost of the materials or supplies toward Tulalip Tribal Member NAOB or NAOB requirements.
2. Definition
To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. In order to receive credit as a Tulalip Tribal Member NAOB or NAOB manufacturer, the firm must have received an “on-site” review and been approved by TERO to operate as a Tulalip Tribal Member NAOB or NAOB manufacturing firm prior to bid opening. Use of a Tulalip Tribal Member NAOB or NAOB manufacturer that has not received an on-site review and approval by TERO prior to bid opening will result in the bid being declared non-responsive, unless the contribution of the manufacturer was not necessary to meet the project requirement. To schedule a review, the manufacturing firm must submit a written request to TERO and may not receive credit towards Tulalip Tribal Member NAOB or NAOB participation until the completion of the review. Once a firm’s manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers (per contract) may be obtained from TERO.

Regular Dealer

1. Counting
If the materials or supplies are purchased from a Tulalip Tribal Member NAOB or NAOB regular dealer, 10 percent of the cost of the materials or supplies will count toward Tulalip Tribal Member NAOB or NAOB requirements.
2. Definition
 - a) To be a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place

of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

- c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to TERO. TERO must be in receipt of this request at least 7 calendar days prior to bid opening. Included in the request shall be a full description of the project, type of business operated by the Tulalip Tribal Member NAOB or NAOB, and the manner the Tulalip Tribal Member NAOB or NAOB will operate as a regular dealer on the specific contract. Once the request is reviewed by TERO, the Tulalip Tribal Member NAOB or NAOB supplier requesting it will be notified in writing whether regular dealer status was approved. Tulalip Tribal Member Native American Owned Business or Native American Owned Business that are approved as regular dealers for a contract (whenever possible) will be listed on the Tulalip Tribes TERO's Native American Owned Business (NAOB) registry Internet Homepage at: www.tulalipero.com/Home/Contractors/NAOBRegistryReport.aspx prior to the time of bid opening. In addition, bidders may request confirmation of the Tulalip Tribal Member NAOB or NAOB supplier's approval to operate as a regular dealer on a specific contract by writing the TERO Department, 6406 Marine Drive, Tulalip, WA 98271 or by phone at (360) 716-4747. Use of a supplier that has not received approval as a regular dealer prior to bid opening will result in the bid being declared nonresponsive, unless the contribution of the regular dealer was not necessary to meet the project requirement.

Materials or Supplies Purchased from a Tulalip Tribal Member NAOB or NAOB

With respect to materials or supplies purchased from a Tulalip Tribal Member NAOB or NAOB who is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site may be counted toward the goal. No part of the cost of the materials and supplies themselves may be applied toward Tulalip Tribal Member NAOB or NAOB requirements.

Eligibility

To be eligible for award of the contract, the bidder must properly complete and submit the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) which have been made a part of the bidder's Bid Proposal Form. The above named lists contained in Section IV of the Bid Proposal Form will be used by the Contracting Agency in determining whether the bidder's bid proposal satisfies the Tulalip Tribal Member NAOB and NAOB requirements.

For each Tulalip Tribal Member NAOB and NAOB described in the Bid Proposal Form Section IV – List of Lower-Tiered Subcontractor(s) and or Supplier(s), the bidder shall state the project role and work item in which that Tulalip Tribal Member NAOB or NAOB will participate. A general description of the work to be performed by the Tulalip Tribal Member NAOB or NAOB shall be included. If a Tulalip Tribal Member NAOB or NAOB will perform a partial item of work, the bidder shall also include a dollar amount for each partial

item of work. The bidder shall also include a dollar amount for each Tulalip Tribal Member NAOB or NAOB listed in Section IV that will be applied towards meeting or exceeding the assigned Tulalip Tribal Member NAOB and NAOB contract requirements.

In the event of arithmetic errors in completing the Bid Proposal Form Section IV, the amount listed to be applied towards the requirement for each Tulalip Tribal Member NAOB and NAOB shall govern and the Tulalip Tribal Member NAOB and NAOB total shall be adjusted accordingly. The information and commitments demonstrated in the Bid Proposal Form Section IV shall become a condition of any subsequent award of a contract to that bidder and the Bid Proposal Form itself shall become a part of the subsequent contract.

The Contracting Agency shall consider as non-responsive and shall reject any bid proposal submitted that does not contain a Completed Section IV of the Bid Proposal Form or contains a List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and or a List of NAOB Subcontractor(s) and or Supplier(s) that fails to demonstrate that the bidder will meet the Tulalip Tribal Member NAOB or NAOB contract requirements.

Procedures Between Award and Execution

After award of the contract, the successful bidder shall provide the additional information described below. A failure to comply shall result in the forfeiture of the bidder's proposal bond or deposit.

The Contracting Agency will notify the successful bidder of the award of the contract in writing and will include a request for a further breakdown of the Tulalip Tribal Member NAOB and NAOB information. After award and prior to execution of the contract, the bidder shall submit the following items:

1. Additional information for all successful Tulalip Tribal Member NAOB and NAOB as shown on the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) included in Section IV of the Bid Proposal Form:
 - Correct business name, federal employee identification number (if available), and mailing address.
 - List of all bid items assigned to each successful Tulalip Tribal Member NAOB, or NAOB, including unit prices and extensions.
 - Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB specifying the distinct elements of work under each item to be performed by the Tulalip Tribal Member NAOB or NAOB and including the dollar value of the Tulalip Tribal Member NAOB or NAOB.
 - Submit evidence of certification issued by the Tulalip TERO Offices for the Tulalip Tribal Member NAOB or NAOB.

Total amounts shown for each Tulalip Tribal Member NAOB and NAOB shall not be less than the amount shown on the Bid Proposal Form Section IV. This submittal, showing the Tulalip Tribal Member NAOB and NAOB work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) included in Section IV

of the Bid Proposal Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included in the Certification will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.

Procedures After Execution

Reporting

The Contractor shall submit a “Quarterly Report of Amounts Credited as Tulalip Tribal Member NAOB and NAOB Participation” (actual payments) on a quarterly basis for any calendar quarter in which Tulalip Tribal Member NAOB and NAOB work is accomplished or upon completion of the project, as appropriate. The quarterly reports are due on January 20th, April 20th, July 20th, and October 20th of each year. The dollars reported will be in accordance with the “Counting Tulalip Tribal Member Native American-Owned Business or Native American-Owned Business Participation” section of this specification.

In the event that the payments to a Tulalip Tribal Member NAOB or NAOB have been made by an entity other than the Prime Contractor (as in the case of a lower-tier subcontractor or supplier), then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

Damages for Noncompliance

When a Contractor violates the Tulalip Tribal Member NAOB and or NAOB provisions of the contract, the Contracting Agency may incur damages. These damages consist of additional administrative costs including, but not limited to, the inspection, supervision, engineering, compliance, and legal staff time and expenses necessary for investigating, reporting, and correcting violations. Damages attributable to a Contractor’s violations of the Tulalip Tribal Member NAOB and or NAOB provisions may be deducted from progress payments due to the Contractor or from retainage withheld by the Contracting Agency as allowed by the Contract documents. Before any money is withheld, the Contractor will be provided with a notice of the basis of the violations and an opportunity to respond.

The Contracting Agency’s decision to recover damages for a Tulalip Tribal Member NAOB and or NAOB provision violation does not limit its ability to suspend or revoke the Contractor’s pre-qualification status or seek other remedies as allowed by tribal, federal or State law. In appropriate circumstances, the Contracting Agency may also refer the Contractor to Tribal, State, or Federal authorities for additional sanctions.

1-07.2 State Taxes

Section 1-07.2, including its sub-sections, in its entirety is revised to read:

(*****)

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The Tulalip Tribes of Washington and all of its governmental agencies, is a tax-exempt entity. See: 26 USC § 7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). The project is tax exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the

Project and some B&O taxes. Upon request, a Tax Exemption form may be obtained from The Tulalip Tribes. For that portion of the project, this is not within the exterior boundaries of The Tulalip Indian Reservation certain Washington State Taxes will apply.

The work on this contract is to be performed in Indian Country for an Indian Tribe and such work is exempt from State Sales and Use Tax and upon lands whose ownership may obligate the Contractor to pay State Sales Tax and other taxes on portions of the project work as follows:

1. The provisions of WAC 458-20-192(5)(a)(ii) apply to the following listed portions of the project:

The areas within the Tulalip Indian Reservation Boundary (all land west of Section line 8, 9.) are exempt from State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

2. The Contractor may be required to pay State Sales Tax and other taxes outside of the Tulalip Tribes Reservation portions of the project:

The areas outside of the Tulalip Indian Reservation Boundary (all land east of Section line 8, 9.) may be subject to State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

The Washington State Department of Revenue has issued special rules on the State Sales Tax. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts.

The Contractor shall not collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will not add this sales tax to each payment to the Contractor.

1-07.3 Fire Prevention and Merchantable Timber Requirements

1-07.3(1) Fire Prevention Control and Countermeasures Plan

1-07.3(1)A FPCC Implementation Requirements

1-07.3(1)A2 Forest Fire Prevention

Section 1-07.3(1)A2 is revised to read:

(*****)

When the Work is in or next to Tribal, State, or Federal forests, the Contractor shall know and observe all laws and rules (Tribal, State, or Federal) on fire prevention and sanitation. The

Contractor shall ask the Tulalip Tribes' Forestry Manager and local forest supervisor or regional manager, as applicable, to outline requirements for permits, sanitation, firefighting equipment, and burning.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires. In case of forest fire, the Contractor shall immediately notify The Tulalip Tribes and the nearest forest headquarters of its exact site and shall make every effort to suppress it. If needed, the Contractor shall require his/her employees and those of any Subcontractor to work under forest officials in fire control efforts.

1-07.3(2) Merchantable Timber Requirements

Section 1-07.3(2) is revised to read:

(*****)

When merchantable timber is to be cut, the Contractor shall obtain a permit from The Tulalip Tribes Forestry Department or the appropriate regional office of the State Department of Natural Resources and comply fully with the laws and regulations of The Tulalip Tribes and the State Forest Practices Act, as applicable.

No person may export from the United States, or sell, trade, exchange, or otherwise convey to any other person for the purpose of export from the United States, timber originating from the project.

The Contractor shall comply with the Forest Resources Conservation and Shortage Relief Amendments Act of 1993 (Public Law 103-45) and the Washington State Log Export Regulations (WAC 240-15).

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010 WSDOT GSP Option 1)

Environmental Commitments

The following provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision, "PERMITS AND LICENSES". Throughout the work, the Contractor shall comply with the following requirements:

(April 1, 2019 WSDOT GSP Option 1(B))

The Contractor shall notify the Engineer a minimum of *** 7 *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

(*****)

No Contractor staging areas will be allowed within 100 feet of any waters of the Tribe and State including wetlands.

(August 3, 2009 WSDOT GSP Option 2)

Payment

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

1-07.5(1) General

The first paragraph of Section 1-07.5(1) is supplemented with the following:

(*****)

No equipment shall enter waters of the Tribes or waters of the State, except as may be specified in the Contract. Discharging water from dewatering activities into the waters of the Tribes or United States government shall be prohibited unless permitted by the Tribes and EPA. The Contractor shall be responsible to acquire all permits associated with dewatering activities and discharge from dewatering activities.

The second paragraph of Section 1-07.5(1) is revised to read:

(*****)

The Contractor shall be responsible to immediately report to the Engineer any deviation from the Contract provisions pertaining to environmental compliance, including but not limited to spills, unauthorized fill in waters of the Tribes including wetlands, unauthorized fill in waters of the State including wetlands, water quality standards, noise, air quality, etc.

1-07.5(2) State Department of Fish and Wildlife

The first paragraph of Section 1-07.5(2) is revised to read:

(*****)

In doing the Work located within the Tulalip Indian Reservation boundaries, the Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources Department for specific requirements in completing the Work on the reservation. In doing the Work located outside the boundaries of the Tulalip Tribes Reservation, the Contractor shall:

1-07.5(3) State Department of Ecology

The first paragraph of Section 1-07.5(3) is revised to read:

(*****)

In doing the Work located within the Tulalip Indian Reservation boundaries, the Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources Department for specific requirements in completing the Work on the reservation. In doing the Work located outside the boundaries of the Tulalip Tribes Reservation, the Contractor shall:

Items 4 and 8 in the first paragraph of Section 1-07.5(3) are revised to read:

(*****)

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the Tribes or waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials, and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

8. Notify the Engineer and Ecology Department immediately should oil, chemicals, or sewage spill into waters of the Tribes or waters of the State.

1-07.5(4) Air Quality

The first paragraph of Section 1-07.5(4) is revised to read:

(*****)

The Contractor shall comply with all rules of local air pollution authorities. If there are none, air-quality rules of the State Department of Ecology shall govern the Work located outside the boundaries of the Tulalip Tribes Reservation. The Contractor shall consult with the Tulalip Tribes' Natural Resources Department to ascertain the applicable laws, ordinances, rules, and regulations governing the Work on the Tulalip Indian Reservation.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(*****)

The Contracting Agency will obtain all necessary permits prior to the start of construction.

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995 WSDOT GSP Option 6)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages

1-07.9(1) General

Section 1-07.9(1) is supplemented with the following:

(*****)

The Project is subject to both State and Federal (Davis Bacon) hourly minimum rates for wages and fringe benefits as included in Appendix D.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

1-07.11(2)A Equal Employment Opportunity (EEO) Responsibilities

Under the heading “Title VI Responsibilities” of Section 1-07.11(2)A, Items 4, 5 and 6 in the first paragraph are revised to read:

(*****)

4. **Information and Reports** – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Tulalip Tribes to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to The Tulalip Tribes as appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, The Tulalip Tribes shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions** – The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontractor or procurement as The Tulalip Tribes may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request The Tulalip Tribes to enter into such litigation to protect the interest of The Tulalip Tribes.

1-07.11(10) Records and Reports

1-07.11(10)B Required Records and Retention

The first paragraph of Section 1-07.11(10)B is revised to read:

(*****)

All records must be retained by the Contractor for a period of 3 years following acceptance of the Contract Work. All records shall be available at reasonable times and places for inspection by authorized representatives of The Tulalip Tribes.

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(*****)

Indian Preference and Tribal Ordinances

This project is located on the Tulalip Indian Reservation. It is the Contractor's responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1.

Tribal Employment Rights Ordinances (TERO) does apply to this project. TERO may utilize a variety of tools to enforce Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirement. For specific details, the Contractor should contact ***the Tulalip Tribes***.

The state recognizes the sovereign authority of the tribe and supports the tribe's efforts to enforce its rightful and legal ordinances and expects the Contractor to comply and cooperate with the tribe. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

1-07.14 Responsibility for Damage

Section 1-07.14 is revised to read:

(*****)

The Tulalip Tribes, its Board of Directors, and all officers and employees, will not be responsible in any manner: for any loss or damage that may happen to the Work or any part; for any loss of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Contractor, or the workers, or anyone employed by the Contractor.

The Contractor shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before final acceptance.

Subject to the limitations in this section, and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless The Tulalip Tribes, its Board of Directors from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of Contract regarding the Work, the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, The Tulalip Tribes may retain so much of the money due the Contractor as deemed necessary by The Tulalip Tribes to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of The Tulalip Tribes, its Directors, officers, and employees. The Tulalip Tribes may retain so much of the money due the Contractor as deemed necessary by the Tulalip Tribes to ensure the defense and indemnification obligations of this section pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations.

The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property.

The Contracting Agency will forward to the Contractor all claims filed against the Tulalip Tribes according to RCW 4.92.100 that are deemed to have arisen in relation to the Contractor's Work or activities under this Contract, and, in the opinion of the Contracting Agency, are subject to the defense, indemnity, and insurance provisions of the Contract. Claims will be deemed tendered to the Contractor and insurer, who has named The Tulalip Tribes and the State as a named insured or an additional insured under the Contract's insurance provisions, once the claim has been forwarded via certified mail to the Contractor. The Contractor shall be responsible to provide a copy of the claim to the Contractor's designated insurance agent who has obtained/met the Contract's insurance provision requirements.

Within 60 calendar days following the date a claim is sent by the Contracting Agency to the Contractor, the Contractor shall notify the Claimant, The Tulalip Tribes of the following:

- a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific reasons for the denial of the individual claim, and if not denied in full, when payment has been or will be made to the claimant(s) for the portion of the claim that is allowed, or
- b. If resolution negotiations are continuing. In this event, status updates will be reported no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, and the **Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the Contracting Agency's allowance of the claim, or the amount allowed by the Contracting Agency,**

under common law, constitution, statute, or the Contract and the Contract. If all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with Tribal funds.

Payments of Tribal funds by the Contracting Agency to claimant(s) under this section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the Contracting Agency for the "total reimbursement amount", which is the sum of the amount paid to the claimant(s), plus all costs incurred by the Contracting Agency in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct and indirect costs for the Contracting Agency's administration and payment of the claim on the Contractor's behalf. The Contracting Agency will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the Contracting Agency for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the Contractor is not received by the Contracting Agency within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The Contracting Agency's costs to enforce recovery of these amounts are additive to the amounts owing.

The Contractor specifically assumes all potential liability for actions brought by employees of the Contractor and, solely for the purpose of enforcing the defense and indemnification obligations set forth in Section 1-07.14, the Contractor specifically waives any immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The Contractor shall similarly require that each Subcontractor it retains in connection with the project comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the Subcontractor.

1-07.15 Temporary Water Pollution Prevention

Section 1-07.15 is supplemented with the following:

(*****)

In an effort to prevent, control, and stop water pollution and erosion within the project, thereby protecting the Work, nearby land, streams, and other bodies of water, the Contractor shall perform all Work in strict accordance with all Tribal, Federal, State, and local laws and regulations governing waters of the Tribes, United States, and the State as well as permits acquired for the project.

The Contractor shall perform all temporary water pollution/erosion control measures shown in the Plans, specified in the Special Provisions, proposed by the Contractor and approved by the Engineer, or ordered by the Engineer as Work proceeds.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

Under the heading "SPCC Plan Element Requirements" of Section 1-07.15(1), item 2 of the first paragraph is revised to read:

(*****)

2. **Spill Reporting:** List the names and telephone numbers of the Tribal, Federal, State, and local agencies the Contractor shall notify in the event of a spill.

1-07.16 Protection and Restoration of Property

1-07.16(2) Vegetation Protection and Restoration

Section 1-07.16(2) is supplemented with the following:

(August 2, 2010 WSDOT GSP Option 1)

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1-foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP Option 1)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

*** Snohomish County Public Utilities District (PUD)

210 E Division Street
Arlington, WA 98223
Attn: Shylah Desimone
(425) 783-8263
Email: sddesimone@snopud.com

Verizon
OSP Engineering
PO Box 1003
Everett, WA 98203
Attn: Tim Rennick
(425) 263-4025
Email: tim.rennick@ftr.com

Quil Ceda Village Utilities Department
8802 27th Avenue NE
Tulalip, WA 98271-9694
Attn: Jereme Gobin
(360) 716-5000
Email: jeremegobin@tulaliptribes-nsn.gov

Tulalip Broadband
2601 88th Street NE
Quil Ceda Village, WA 98271
Attn: Rick DeChenne
(360) 716-3278
Email: rdechenne@tulalipmail.com

Puget Sound Energy
355 110th Ave NE
Bellevue, WA 98004
Attn: Eric Liaw, Customer & System Projects – Snohomish County
(425) 495-3297
Email: eric.liaw@pse.com

Frontier Communications
13923 Smokey Point Blvd.
Marysville, WA 98271
Attn: Jim Strago
Office: (360) 658-2255
Cell: (360) 618-2853
Email: james.strago@ftr.com ***

(*****)

During the construction of the project, utility companies may be relocating their facilities or jointly working in the area. It shall be the Contractor's responsibility to coordinate with these utility companies and schedule construction activities accordingly.

1-07.23 Public Convenience and Safety

1-07.23(2) Construction and Maintenance of Detours

Section 1-07.23(2) is supplemented with the following:

(*****)

Should a detour be granted by the Tulalip Tribes, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". Detour plans shall be in writing and submitted to the Engineer and The Tulalip Tribes of Washington at least fifteen (15) days in advance of intended use. In general, detouring of arterial traffic must be accomplished on streets designated as City Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance of any detour plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be any additional payment by reason of using a substitute plan.

The Contractor shall notify the Engineer three (3) working days in advance of implementation of any street closures/detours granted by the Tulalip Tribes. Advance notice signing shall be placed a minimum of three (3) working days prior to implementation of any street closure/detour.

1-07.27 No Waiver of State's Legal Rights

Section 1-07.27 including title is revised to read:

(*****)

1-07.27 No Waiver of The Tulalip Tribes' Legal Rights

The Tulalip Tribes shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform, in fact, to the Contract. The Tulalip Tribes shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by The Tulalip Tribes, nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by The Tulalip Tribes shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and The Tulalip Tribes recognize that the impact of overcharges to The Tulalip Tribes by the Contractor resulting from antitrust law violations by the Contractor's suppliers or Subcontractors adversely affects The Tulalip Tribes rather than the Contractor. Therefore, the Contractor agrees to assign to The Tulalip Tribes any and all claims for such overcharges.

1-08 PROSECUTION AND PROGRESS

Add the following new sections:

(*****)

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

New Section

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than *** 5 days *** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved, the nonworking day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

Section 1-08.1 is revised as follows:

(*****)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004 EF) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF) and
3. An approved Tulalip Tribes TERO Compliance Plan for the Subcontractor.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3 Progress Schedule

Section 1-08.3 is supplemented with the following:

(*****)

The Contractor shall submit a construction schedule to the Contracting Agency within 10 calendar days of award of contract. The Contracting Agency will have the right to review and comment on the schedule prior to issuing Notice to Proceed.

The weekly schedule updates shall clearly identify the critical path items of the work.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(*****)

1-08.4 Notice to Proceed and Prosecution of Work

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The time for completion will start upon execution of the contract or as specified in the Notice to Proceed. The Contract shall clearly delineate in the project schedule long lead material deliveries that will impact the start of construction. Upon start of construction activities, the Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, installation of high visibility fencing and erosion control measures to delineate all areas for protection or restoration, as described in the Contract, shall occur after the placement of all necessary signs and traffic control devices in accordance with Section 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to observe the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing and erosion control measures.

Section 1-08.4 is supplemented with the following:

(*****)

Construction Coordination Meetings

The Contracting Agency or its authorized representative will schedule and administer construction coordination meetings on a weekly basis with the Engineer, Contractor, subcontractors, and other interested parties. The Contractor shall actively and regularly prepare for, attend, and participate in these meetings throughout the duration of the project until Contract Completion. The purpose of these meetings is to coordinate and facilitate communication between the parties to facilitate the performance of the respective responsibilities and the successful completion of the project.

The Contracting Agency will establish the weekly meeting times, dates and location with agreement from the Engineer and Contractor.

Project meetings shall be held at a location designated by the Contracting Agency or will be held virtually.

The Contracting Agency will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 5 working days to participants and those affected by decisions made at meetings.

Attendance: Contracting Agency, Engineer, Contractor's Project Manager, and Project Superintendent all as appropriate to address agenda topics for each meeting. Major subcontractors and suppliers shall attend when requested by the Contracting Agency, Engineer, or Contractor.

The specific administrative and procedural requirements for project meetings including but not limited to Safety, RFI Status, Contract Submittals, Materials Submittals, RFPs, Field Directives, Change Orders, project schedule, and 2-week look ahead, Working Days, Critical path items, Contract compliance, Pay applications, and open discussion.

Safety

All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to its employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Contracting Agency accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor's employees. Any safety equipment needed on the job, including but not limited to, PPE, shall be furnished by each contractor for its employees.

The Contracting Agency will regard safety on this project to be of the utmost importance. Under no conditions shall safety requirements be waived for the sake of cost, schedule, or convenience. SAFETY MAY BE USED AS CRITERIA FOR APPROVAL OF PAY APPLICATIONS. Unsafe conditions, lack of proper and/or untimely documentation and submittals, and lack of adherence to safety rules and requirements will not be tolerated.

Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws regarding worker safety. This shall include all requirements of OSHA and referenced standards therein included.

The Contracting Agency may, at various times, request voluntary OSHA inspections. Each contractor shall immediately correct and respond to any violations in writing to the Contracting Agency, and to the appropriate agency.

Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas must be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.

Safety Program

- A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety program including jobsite-specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:
- B. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.
 1. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Contracting Agency at each weekly project meeting.
 2. Weekly jobsite safety inspections shall be completed by each Contractor.
 3. Designation and continual training of competent persons for the project.

4. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.
5. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Contracting Agency and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Contracting Agency. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Contracting Agency.
6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent, and/or Project Manager.
7. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program, and Emergency procedures on this project.

Submittals

- A. Company safety programs, as described above, shall be submitted to the Contracting Agency within ten days of Notice to Proceed or Letter of Intent to Award. Additions to the program, such as documentation of training as new employees arrive at the site, shall be forwarded to the Contracting Agency. All contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will be kept in one central location within the Contractor's office throughout the duration of the project.
- B. Contractor is required to conduct and all employees are required to attend a "Tool Box"-type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by Contractor. The Contracting Agency's personnel are available to participate in these safety meetings.

Contractor will be responsible to submit WEEKLY tool box safety meeting minutes to the Contracting Agency while Contractor has employees on-site.

- C. All weekly inspections will be documented by Contractor and submitted to the Owner, through the Contracting Agency. Contractor shall immediately correct all deficiencies and submit a list of corrective actions within 1 working day, or sooner if required, of safety inspection.
- D. Subject-specific daily and/or weekly inspections by Contractor, including temporary electric, crane, or other work activities as required, shall be timely submitted to the Owner through the Contracting Agency.

Training

- A. Contractor shall ensure that employee designated as Project Competent Person has been fully trained for this task and has the full authority to take corrective action when required.
- B. Contractor shall provide continual training to Project Competent Person, Superintendent, and Foreman as required by Tribal or OSHA standards.
- C. The Contracting Agency may recommend General Safety Topics to enable Contractor's supervising personnel to train employees if a Contractor requests such assistance.

1-08.5 Time for Completion

Revise the third and fourth paragraphs of Section 1-08.5 to read:

(*****)

Contract time shall begin upon execution of the contract or as stated in the Notice to Proceed.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph of Section 1-08.5 to read:

(*****)

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents.
 - d. Final Contract Voucher Certification.

- e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors.
- f. Property owner releases per Section 1-07.24.
- g. An original signed and notarized Final Waiver and Release of Claim Form from the Contractor.
- h. Original signed and notarized Final Waiver and Release of Claim Form for all Subcontractors and Material Suppliers regardless of tier.
- i. Affidavit from the Tulalip Tribes TERO office that the TERO Fee for the Project has been paid.

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within 90 working days. This project is subject to liquidated damages if not completed within the time of completion herein as specified in Section Seven of the Construction Contract.

1-08.6 Suspension of Work

Section 1-08.6 is supplemented with the following:

(*****)

1. Suspension of Work per Schedule listed in the proposal shall be measured per each 8 hour unworkable days as directed by the Engineer and defined in WSDOT Section 1-08.6 item 3, “It is in the public interest”. Suspension of Work for unsuitable weather or due to non-compliance shall not be measured or paid under this bid item.
2. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount of 3 unworkable days for “Suspension of Work”, per day, in the Bid Schedule of the Proposal to become part of the total bid by the Contractor.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

Section 1-09.1 is supplemented with the following:

(*****)

Bid items that are to be measured by the “Ton” or “Cubic Yard” will be measured as follows:

1. Quantities shall be based on certified truck tickets signed by the driver and collected by the Project Inspector daily at the time and place of delivery. Loads of material for which a certified weight ticket has not been given to the Project Inspector shall not be paid for. Truck tickets for material that is incidental to other bid items or used for the convenience of the Contractor shall not be collected or paid for under the unit price bid items listed in the proposal.
2. It will be the Contractor’s responsibility to see that a ticket is given to the Project Inspector for each truckload of material delivered. Tally tickets shall be prepared to

accompany each truckload of material delivered to the project. The tickets shall bear at least the following information:

- a. Truck number.
 - b. Quantity delivered in cubic yards and tons. Items measured by cubic yard do not require tonnage measurement but is preferred.
 - c. Driver's name and date of delivery.
 - d. Location of delivery by job name and street name.
 - e. Place for receipting by the Project Inspector.
 - f. Type of material delivered.
3. Tickets shall be given to the Project Inspector on a daily basis. Tickets will only be accepted on the date the material is delivered. Tickets will not be accepted at a later date unless prior agreements have been made.

1-09.6 Force Account
(December 30, 2022 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

1-09.7 Mobilization

Replace the paragraph in Section 1-09.7 that starts with "Based on the lump sum Contract price..." and items 1–3 beneath it with the following:

(*****)

The payment for Mobilization consists of costs associated with mobilizing to perform the Work and includes Contractor's offices, utility hookup, equipment move-in cost, bond and insurance, and other miscellaneous start-up costs.

1. When all equipment necessary to complete the work has been moved in and the construction trailer is onsite, fifty percent (50%) of the amount bid for mobilization, or five percent (5%) of the total original Contract amount, whichever is the least, will be paid.
2. When ten percent (10%) of the total original Contract amount is earned from other bid items, one hundred percent (100%) of the amount bid for mobilization, or ten percent (10%) of the total original Contract amount, whichever is the least, will be paid.
3. Upon physical completion of all work on the Project, payment of any amount bid for mobilization in excess of 10 percent (10%) of the total original Contract amount will be paid.

1-09.8 Payment for Material on Hand

The last paragraph of Section 1-09.8 is revised to read:

(August 3, 2009 WSDOT GSP Option 1)

The Contracting Agency will not pay for material on hand when the invoice cost is less than \$2,000. As materials are used in the Work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 Payments

Revise the first paragraph of Section 1-09.9 to read:

*(*****)*

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to \$20,000, the Contractor shall submit a breakdown of the lump sum price in sufficient detail for the Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Engineer no later than the date of the preconstruction conference.

Delete the third paragraph of Section 1-09.9 and replace it with the following:

*(*****)*

Progress payments for completed work will be based upon progress estimates prepared by the Contractor. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made no later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form – the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form – partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the

amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.

3. Change Orders – entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

1-09.11 Disputes and Claims

Section 1-09.11 is revised to read:

(*****)

Forum For Equitable Relief

The Tribal Court of the Tulalip Tribes of Washington shall have exclusive jurisdiction over any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Tribal Court of the Tulalip Tribes of Washington and the Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the State of Washington.

Forum For Money Damages

The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding by the Contractor or the Contractor's Surety, if applicable, for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

Section 1-10.1 is supplemented with the following

(*****)

Contractor may close Magazine Road to traffic for the duration of the project. Contractor may close one lane on 27th Ave NE from 9:00 AM to 3:00 PM.

END OF DIVISION 1

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DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 shall be supplemented with the following:

(March 13, 1995 WSDOT GSP Option 1)

Clearing and grubbing on this project shall be performed within the following limits:

Clearing and grubbing limits as shown on the Plans or as required to complete the work.

*(*****)*

Clearing and grubbing shall include the removal and disposal of all trees or vegetation within the project area or as required for installation of the improvements. Such operations shall be limited to only those items that must be removed for the project construction; vegetation and trees not affected by the construction shall not be removed or damaged.

Miscellaneous small items requiring removal have not been shown on the Plans.

2-01.2 Disposal of Usable Material and Debris

2-01.2(2) Disposal Method No. 2 – Waste Site

Section 2-01.2(2) is supplemented with the following:

*(*****)*

No waste site has been provided for the disposal of excess material. All material removed by clearing and grubbing operations shall be disposed of by the Contractor at a legal disposal site obtained by the Contractor meeting the requirements of Section 2-03.3(7)C. All fees shall be borne by the Contractor.

2-01.4 Measurement

Section 2-01.4 shall be replaced with the following:

*(*****)*

No separate measurement for payment will be made for routine cleanup, but instead routine cleanup will be considered incidental to and included in the lump sum price for "Removal of Structures and Obstructions".

No specific unit of measurement will apply to the lump sum item of "Clearing and Grubbing".

2-01.5 Payment

Section 2-01.5 shall be supplemented with the following:

(*****)

“Clearing and Grubbing”, per lump sum.

The lump sum contract price for “Clearing and Grubbing”, will be full pay for the costs of all labor, tools, equipment, fees and materials necessary or incidental to perform the clearing, grubbing, and cleanup operations to complete the Work including all disposal fees.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 shall be supplemented with the following:

(*****)

Removal of structures and obstructions shall include all work necessary for the construction of this project. Removal of structures and obstructions shall include but is not limited to:

1. Trimming and clean-up per Section 2-11.

In general, the Contractor shall remove/dispose or abandon existing items that are in conflict with the new improvements, as noted, and/or shown on the Plans or is required to complete the work.

This work shall also consist of adjusting water and gas valves to finished grade.

These items are identified on the Plans or within these Special Provisions and shall be delivered to the Tulalip Tribes. All other materials removed shall become the property of the Contractor and shall be disposed of at a Contractor-provided waste site meeting the requirements of Section 2-03.3(7) to be obtained and paid for by the Contractor.

2-02.3 Construction Requirements

Add the following new sections:

(*****)

2-02.3(6) Pothole Existing Utility

New Section

Locations of known possible conflicts between the planned improvements are shown on the Plans based on available records provided during the design phase of this project. Based on the actual location of utility markings, it may be necessary to uncover existing utilities and determine the exact location.

After completion of field marking of the existing utilities, the Contractor shall determine if an existing utility may be in conflict with the planned improvements. Should a conflict seem likely, the Contractor shall notify the Tulalip Tribes. If the Tulalip Tribes concur that a conflict is likely, the Contractor will be directed to expose the location of the subject utility (pothole). When

potholing is required by the Tribes, the Contractor shall expose the location of the existing utility and record the size of pipe and horizontal and vertical location on the Contractor's Record Drawings. Upon receipt of this information, the Engineer will determine if a conflict exists. The Tribes will notify the Contractor within 7 full working days as to what design modifications, if any, are required to resolve the conflict.

2-02.4 Vacant

Section 2-02.4, including title, is replaced with the following:

(*****)

2-02.4 Measurement

No specific unit of measure will apply to the lump sum item "Removal of Structures and Obstructions".

"Pothole Existing Utility" will be measured per each.

"Removing Asphalt Conc. Pavement", per square yard.

No separate measurement will be made for saw cutting of any kind.

No separate measurement will be made for saw cutting of any kind.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

"Removal of Structures and Obstructions", per lump sum.

The unit contract price for "Removal of Structures and Obstructions" shall be full compensation for all labor, tools, equipment, and materials necessary to remove, haul, and dispose of the chain link fence and gate and all other materials not having specific bid items off-site at a Contractor-obtained legal disposal site. In addition, all backfill and compaction of backfill, as defined in the Plans and these Specifications needed to fill the void left after the removal shall be included in the lump sum cost for "Removal of Structures and Obstructions".

"Pothole Existing Utility", per each.

The unit contract price for "Pothole Existing Utility" per each shall be full compensation for all labor, tools, equipment, and materials necessary to expose the locations of existing utilities, record vertical and horizontal locations and size and type of utility, backfill, and compact excavated areas per Tulalip Tribes' guidelines. This unit price shall also include the cost for rescheduling work as required to allow the Engineer to issue any design modifications as may be required. Potholing to determine the horizontal location in "Locate Existing Water Line" is excluded from this Bid Item.

No payment will be made for saw cutting on the project. All costs for saw cutting shall be incidental to the bid item for the material that is removed.

“Removing Asphalt Conc. Pavement”, per square yard.

“Removing Asphalt Conc. Pavement” will be measured per square yard regardless of depth prior to removal. Only asphalt concrete pavement designated for removal on the Plans, or approved by the Engineer, will be measured for payment.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) is supplemented with the following:

(*****)

All material removed by excavation, including all unsuitable material, shall be disposed of off-site in accordance with Section 2-03.3(7)C.

2-03.3(14) Embankment Construction

2-03.3(14)E Unsuitable Foundation Excavation

Section 2-03.3(14)E is supplemented with the following:

(*****)

Material to replace unsuitable foundation material shall be gravel borrow meeting the requirements of Section 9-03.14(1).

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(*****)

Measurement of “Unsuitable Foundation Excavation Incl. Haul” shall be by the cubic yard in place of material actually removed below the bottom of pipe bedding limits not to exceed the maximum trench pay limits as shown on the contract plans. Because the amount of such excavation is unknown, a quantity has been selected to provide a common bid base. The unit price submitted shall be used for all such excavation. Material that must be excavated to perform other work as described in the Plans and these Special Provisions, regardless of the nature of the material, shall not be considered as unsuitable foundation excavation. Additional material excavated as directed by the Engineer, to provide a stable subgrade for the trench section, will be measured as “Unsuitable Foundation Excavation Incl. Haul.” No separate measurement will be made for furnishing, hauling, or installing material to replace the unsuitable material removed from the excavation.

Measurement of “Gravel Borrow Incl. Haul” shall be by the cubic yard trench measurement for material excavated and paid as unsuitable foundation excavation. The in-place trench measurement shall not exceed the pay limits as shown on the contract plans.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

(*****)

“Unsuitable Foundation Excavation Incl. Haul”, cubic yard.

The unit contract price for “Unsuitable Foundation Excavation Incl. Haul”, per cubic yard shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to excavate the unsuitable material and haul and dispose of the unsuitable material at a legal disposal site.

“Gravel Borrow Incl. Haul”, per ton.

The unit contract price for “Gravel Borrow Incl. Haul”, per cubic ton shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material unless otherwise specified. The unit price shall also include trench filter fabric place around the gravel borrow if shown on the plans as incidental to the per ton price.

2-04 HAUL

2-04.5 Payment

Section 2-04.5 is supplemented with the following:

(*****)

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

(*****)

During construction, the Contractor shall have dedicated to the project, a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job, and failure to use said water truck for dust control, shall be adequate reason to “shutdown” the project construction. Such shutdown is herein agreed to upon submitting a Bid for this project. Shutdowns due to the Contractor’s failure to control dust shall not be considered as unworkable days.

The Contractor shall make necessary arrangements and shall bear the costs for water necessary for the performance of the work.

Water placement includes that required for dust control while excavating for the installation of the utilities, for processing and compacting the subgrade, and for dust control while restoring

the gravel roadway. Dust control water shall be applied as directed by the Engineer or the Project Inspector and for such period of time as they deem necessary.

2-07.5 Payment

Section 2-07.5 is replaced with the following:

(*****)

No additional payment shall be made for watering. All costs incurred for this item shall be included in the other related bid items.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

Section 2-09.3 is supplemented with the following:

(*****)

Shoring shall be constructed with provisions made to allow the Inspector to enter the shored trench at any time.

2-09.3(1) General Requirements

2-09.3(1)D Disposal of Excavated Material

Section 2-09.3(1)D is supplemented with the following:

(*****)

All unsuitable material removed as structure excavation shall be disposed of offsite at a legal disposal site.

Add the following new section and subsections:

(*****)

2-09.3(1)G Trench Dewatering

New Section

2-09.3(1)G1 General

The Contractor shall permit, design, install, operate, and maintain dewatering systems to control groundwater beneath the site, facilitate construction, and to remove, treat, and handle groundwater. It is anticipated that utility and pipe construction will require a dewatering system with wells, well points, sump pumps or other means selected by the Contractor as part of a Groundwater Control Plan prepared and submitted under this section. The Contractor has full design/build responsibility for all investigating the subsurface conditions and selecting the means and methods of controlling groundwater on this Project.

The Contractor shall dewater utility and pipe trenches and structure excavations in accordance with the requirements of the Contract Documents. All open excavations require construction dewatering and/or depressurization. The range in permeability varies by orders

of magnitude. Dewatering systems shall accommodate the extreme variation in subsurface water conditions.

The Contractor shall take all necessary measures to divert surface flows away from excavations through culverts or other means. The Contractor shall secure all necessary permits to complete the requirements of this section.

Preliminary information on subsurface water at the site is provided in a Geotechnical Data Report (GDR) found in Appendix C. This information may or may not accurately depict the actual groundwater conditions at or around the time of construction. Consistent with its design/build responsibility, Contractor, its dewatering design engineer/hydrogeologist, and/or specialist dewatering subcontractor shall independently investigate and verify the subsurface groundwater information provided in the Geotechnical Data Report, especially with regard to the potential for moderate to high groundwater inflows with soft and/or highly permeable soils in all areas of the Project. Accordingly, the Contractor shall expect to have to dewater the full length and depth of the open cut portions of the pipeline alignment and all costs incurred by Contractor to permit, design, install, operate, and maintain dewatering systems to control groundwater beneath the site are included in the Contract Unit Price.

Because the number, depth, and location of wells, well points, pumped wells, or other means selected by the Contractor will depend on additional testing to be conducted by the Contractor, this section requires the Contractor to submit a detailed Groundwater Control Plan and operational schedule prior to commencement of installation of the dewatering system.

The term groundwater as used herein means water that is found in saturated soils, sediments, and/or rocks below the surface of the ground and which flows in response to artesian pressure, gravitational, tidal, or other forces.

The term dewatering as used herein means removal and/or lowering/depressurization of groundwater within the subsurface soil profile to levels below the bottom of an excavation or trench as specified in this section.

The term dewatering system as used herein means a system of wells, well points, sumps, pumps, or other methods selected by the Contractor to remove and/or lower the groundwater adequately to permit safe and dry working conditions, excavation stability, and maintenance of groundwater at levels below the bottom of an excavation or trench as specified in this section.

2-09.3(1)G2 Contractor Submittals

At least 20 working days prior to installation of any dewatering system, the Contractor shall submit a detailed Groundwater Control Plan and operation schedule (Groundwater Control Plan) for dewatering of excavations. The Groundwater Control Plan shall be prepared, signed, and stamped by a professional engineer or licensed hydrogeologist who will be responsible for the design of the dewatering system. Such engineer or hydrogeologist shall have a minimum of five years of experience in the design of dewatering systems and shall be currently registered in the State of Washington as a licensed hydrogeologist or professional engineer. The engineer or hydrogeologist that designs the dewatering system shall demonstrate experience in the design and implementation of construction dewatering including pumped wells, vacuum well points, and depressurization wells. A summary of the

engineer's or hydrogeologist's experience shall be included in the Groundwater Control Plan. The Groundwater Control Plan shall identify how the Contractor will manage the rate of dewatering so as to prevent settlement.

The Geotechnical Data Report in the appendices provides preliminary information regarding soil and groundwater conditions encountered during explorations. Such information may or may not accurately depict the actual subsurface conditions existing at or around the time of construction. The Groundwater Control Plan submitted by the Contractor shall be based on the Contractor's independent investigation and verification of the subsurface conditions existing at the time of construction. The Contractor shall rely on its own independent investigation and verification of the subsurface conditions at the site in developing its Groundwater Control Plan. The submitted Groundwater Control Plan shall show the number, location, and depth of all dewatering wells, depressurization wells, well points, or other means selected by Contractor, complete with unique identifying reference numbers.

The Contractor shall be required to demonstrate performance and effectiveness of the proposed dewatering system and verify that adequate equipment, personnel, and materials are provided to dewater the excavations and to test the quantity and quality of discharge water at all locations and times.

The Groundwater Control Plan shall include the installation of observation wells and piezometers sufficient in number, location, and depth to provide monitoring information on the performance and effectiveness of the dewatering system. The Groundwater Control Plan shall show the locations and screen depths of groundwater observation wells. The Groundwater Control Plan shall include a monitoring plan that will prescribe the frequency and manner of monitoring, including both manual and automated measurement of water levels by the Contractor, and the timely and regular submittal of this data in electronic form to the Engineer.

The Contractor's Groundwater Control Plan is subject to review by the Engineer. Such review is limited to determining general conformance with the intent of this specification, but not for detailed verification of well sizes, spacing, construction, or adequacy of the planned dewatering. Engineer's review and/or lack of objection to and/or approval of the submitted Groundwater Control Plan shall not modify the requirements of the Contract or relieve the Contractor of its sole responsibility to control groundwater that may exist or may be encountered at the site.

The Contractor shall employ the services of a specialty dewatering subcontractor to provide, operate, and decommission all construction dewatering facilities. A specialty dewatering subcontractor is defined as a firm or an established separate division of a firm that has specialized exclusively in construction dewatering for more than three (3) years and includes permanent staff with at least ten (10) years of experience in construction dewatering including vacuum well points, pumped wells, and depressurization wells.

The Contractor shall provide product data that demonstrate the suitability of the materials and equipment proposed for use in the dewatering system.

The design and implementation of the Groundwater Control Plan shall prevent settlement, formation of ground "heave" and "quick" conditions or "boils" during excavation. Drilling, development, and decommissioning of wells shall comply with Chapter 173-160 WAC and shall be performed by a licensed well driller in compliance with Chapter 173-162 WAC. Copies of all

Notices of Construction ("Start Cards") and Well Construction Reports shall be provided to the Engineer.

Shoring required by Section 7-08.3(1)B and the Groundwater Control Plan required herein are interdependent and shall be coordinated and submitted together.

2-09.3(1)G3 Quality Control

It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid settlement, subsidence, and interference with local wells, or other adverse impacts. Treated water from dewatering activities shall be released at a rate which does not cause erosion, local flooding, or other adverse downstream affects.

All Dewatering operations shall be adequate to assure the integrity of the finished Project and shall be the responsibility of the Contractor.

Where structures, facilities, or embankments exist adjacent to areas of proposed dewatering, survey reference points shall be established and observed at frequent intervals to detect any settlement which may develop. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures, facilities, or embankments rests solely with the Contractor. The cost of repairing any damage to adjacent structures, facilities, embankments, and restoration of said structures, facilities, or embankments shall be the responsibility of the Contractor.

2-09.3(1)G4 Equipment

Dewatering, where required, may include the use of pumped wells, vacuum well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means selected by the Contractor in its sole discretion.

Diversion of surface flows, where required, may include the use of culverts, sandbag cofferdams, pumps, or ditches. If pumps are used to divert water around the construction area, the pumps shall be adequately screened to protect fish and debris from pump suction.

2-09.3(1)G5 Contingency Equipment and Materials

The Contractor shall have on site, at all times, sufficient redundant pumping equipment to dewater any open sections of trench, in good working condition, with spare pumps and other equipment for emergencies including, but not limited to, power outage. The Contractor shall have on site, at all times, competent workers for the operation and repair of the pumping equipment. All equipment, piping, valves, pumps, and backup power supply shall be new or in good working condition.

2-09.3(1)G6 Execution

1. General Requirements:

The Contractor shall permit, design, construct, operate, maintain, and remove all equipment and materials to control groundwater levels beneath and inside all excavations at elevations below pipe invert as specified in this section. The Contractor shall determine

the quantity and best location for any pumped wells, vacuum well points, or other means selected to achieve necessary drawdowns and minimize logistical impacts to the Contractor's operations. The dewatering system shall also include sumps and discharge piping to collect incidental pocketed or perched groundwater not collected by the pumped wells or well point systems.

Dewatering for structures and pipelines or otherwise shall commence as provided for in the Groundwater Control Plan or earlier if necessary to remove and/or control groundwater as required herein and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.

Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.

If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the Owner. In addition, the Contractor shall implement vacuum well points or deep-well dewatering systems in those areas.

Unless the requirements of the Groundwater Control Plan are more stringent, groundwater shall be lowered to a point at least 2 feet below the bottom of open-cut excavation for a period of 24 hours prior to the start of excavation and shall be maintained at that elevation until completion of pipe or structure installation.

The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.

If vacuum well points or pumped wells are used, these items shall be spaced in accordance with the Groundwater Control Plan to provide the necessary dewatering and shall be filter packed with approximately graded sand and/or gravel and/or other means used to prevent pumping of fine sands or silts from the subsurface. A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property. Contractor shall be responsible for obtaining any permits that may be necessary to dispose of water. No water shall be drained into work built or under construction without prior consent of the Engineer. Water shall be filtered using an approved method to remove sand and fine-sized soil particles before disposal into any drainage system.

The release of controlled groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

Prior to the start of dewatering operation using vacuum well points or pumped wells, the Contractor shall contact adjacent property owners to verify the proximity of any existing shallow wells and shall continuously monitor the water surface levels within each of the shallow wells during the dewatering operations.

The dewatering system shall be designed for continuous, 24-hour operation and shall not be shut down between shifts, on holidays, or weekends, or during work stoppage, without written permission from the Engineer.

The dewatering system shall be monitored continuously while in operation.

The dewatering system shall include a means for measuring the quantity of discharge.

The quality and quantity of discharge water from the dewatering system shall be in conformance with all Federal, State, and local laws and regulations.

2. Sumps:

Open or cased sumps shall not be used as a primary dewatering method for pipeline excavations that are deeper than 1 foot below the natural water table.

A. System Modifications

If the dewatering system does not meet the above requirements as determined by the Engineer, the Contractor shall modify, add to, or install additional alternative means of groundwater control as needed, at no additional cost to the Owner. If during the course of construction, the system or a part thereof becomes inoperable, it shall be repaired or replaced at no additional cost to the Owner.

B. System Protection

Necessary precautions shall be taken, including, but not limited to, marking wells and pipes, protecting pipes at vehicular crossings, and routing vehicular traffic away from dewatering facilities to protect the dewatering system from damage and ensure continued operation.

C. Electrical Supply

The electrical service for dewatering shall be separate and dedicated solely to the operation of the dewatering system.

D. Disposal of Water

Pumped water shall be disposed of in such a manner so as not to cause damage to public or private property. Contractor shall be responsible for obtaining any permits that may be necessary to dispose of water and adhere to the requirements of those permits.

Silty water generated due to storm runoff or from trench dewatering shall be managed in one of three ways as defined below.

- 1) The water shall be filtered using an approved method or treated in a sediment treatment facility. This may consist of a sediment trap designed to meet the requirements of Snohomish County Code Title 24 in order to remove sand and fine-sized soil particles before disposal into any drainage system.
- 2) A second option shall be to truck the silty water from the project site. This water shall be delivered to an approved sediment treatment facility at another location.
- 3) Where the adjacent land allows, apply water by means of spray irrigation to grassed or forested land down slope of and at a distance no closer than 200 feet from the Work. However, no project flows shall be directed off-site to any adjacent lands without the written permission of the adjacent property owner(s) and the Tulalip Tribes. The water shall not be applied any closer than 200 feet from any stream, flowing ditch or other water body. Water application shall cease at the onset of any surface runoff from the application site.

If project water is applied closer than 200 feet to a water body or is discharged directly to a water body, chemical treatment or filtration shall be required, as described in, respectively, BMPs C250 and C251 of the Stormwater Management Manual for Western Washington (Washington Department of Ecology 8/2001). Chemical treatment (typically coagulation and settling) would need to meet the toxicity testing, jar test, and monitoring requirements stated in BMP C250. A basic requirement is that treated stormwater discharge may not raise the background turbidity level in any receiving stream by more than 5 NTU (or by 10 percent where the background turbidity is greater than 50 NTU). The Contractor will be required to conduct twice daily monitoring of the receiving stream both upstream and downstream of the inflow point from the project site in order to demonstrate that the background stream turbidity is not raised by more than 5 NTUs. Water released into any ditch, swale, or water course shall be at such a rate so as to avoid any downstream flooding or channelerosion.

Pumped water shall not be disposed of in a manner which causes contamination of wells in the vicinity.

Contractor shall inspect downstream portion of storm sewer piping and catch basins prior to and after discharging water into storm sewer system. Contractor shall measure total accumulated sand deposits in each catch basin. If additional sand deposit material is measured after completion of a project dewatering, then Contractor shall remove all accumulated sand deposits from the stormwater system.

E. Terminating Dewatering

The pumping equipment shall be operated just prior to complete shutdown in a manner that will allow the controlled groundwater level to rise gradually to its static level. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill, and prevent flotation or movement of structures and pipelines.

After the dewatering system is deactivated, all vacuum well points, pumped wells, sumps, and drains shall be removed, and the ground shall be restored to a condition better than or equal to the condition prior to installation of the dewatering system.

Contractor shall be or shall employ the services of a licensed water well contractor for well or well-point decommissioning. The construction and decommissioning of all wells used in dewatering systems and for monitoring shall comply with Washington State Department of Ecology requirements (Chapter 173-160 WAC and Chapter 18.104 RCW). Copies of all Well Decommissioning Reports shall be provided to the Engineer.

Well decommissioning shall include at a minimum, pressure injection of a bentonite/cement grout slurry into the void spaces of the filter pack and removal of the well casings. After removing the well casings, the Contractor shall top off all holes with a bentonite/grout and gravel mixture. The Contractor shall ensure that the bentonite or grout penetrates all of the voids in the gravel pack. After decommissioning, the Contractor shall restore each decommissioned well site to match the surrounding environment (e.g., grass, landscape plantings, pavement concrete, unclassified fill, etc.).

Streambeds and ditches shall be restored with original or matching materials prior to restoring flow into the stream channel. Channel slopes disturbed by dewatering or stream diversion activities are to be stabilized and re-vegetated as shown on the plans.

All "normal trench dewatering" work associated with maintaining a trench suitable for pipeline construction will be incidental and included in the other items of work. "Normal trench dewatering" is defined as dewatering methods occurring in or directly adjacent to the trench, including trash pumps, sump pumps, or other methods in excavated areas. Normal trench dewatering does not include a dewatering system such as well points, well screens, or deep wells.

2-09.3(4) Construction Requirements, Structure Excavation, Class B

Add the following new section:

(*****)

2-09.3(4)A Resolution of Utility Conflicts

New Section

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

Standby time resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e., storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:

For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.

If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.

Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:

1. Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
2. Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in Section 1-04.4 of the Standard Specifications.
3. Sanitary sewer and water lines, vaults, and fittings for realignments of line and/or grade to avoid existing utility conflicts.

2-09.4 Measurement

Section 2-09.4 is supplemented with the following:

(*****)

No measurement will be made for any class of structure excavation.

Measurement for "Trench Dewatering" will be made by lump sum.

2-09.5 Payment

Section 2-09.5 is supplemented with the following:

(*****)

"Trench Dewatering", per lump sum.

Payment for "Trench Dewatering" shall be made at the lump sum price named in the Bid Schedule, which price shall be complete compensation for all labor, equipment, materials, planning, design, engineering calculations, submittals, furnishing, constructing and removing of wells, pipes, valves, pumps, electrical systems, discharge devices and all other work necessary for an effective dewatering system (located outside of the trench shoring system) in accordance with the Contract Documents.

"Resolution of Utility Conflicts", per force account.

Payment for "Resolution of Utility Conflicts" shall be made by force account as provided in Section 1-09.6. Utility conflicts due to the Contractor's actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for "Resolution of Utility Conflicts" to become a part of the total bid by the Contractor.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Section 2-11.1 is supplemented with the following:

(*****)

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the proximity of the project limit and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall return the surrounding general area to existing condition or better, including removal of debris that may have been deposited by Contractor's operation.

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

2-11.5 Payment

Section 2-11.5 is supplemented with the following:

(*****)

No separate payment will be made for trimming and cleanup but instead will be incidental to and included in the lump sum item for "Removal of Structures and Obstructions".

END OF DIVISION 2

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DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Section 3-01.4 is supplemented with the following:

(*****)

No source has been provided for any materials necessary for the construction of this Project.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the Tribe, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

3-01.6 Payment

Section 3-01.6 is supplemented with the following:

(*****)

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

3-02 STOCKPILING AGGREGATES

3-02.2 General Requirements

3-02.2(2) Stockpile Site Provided by the Contractor

Section 3-02.2(2) is supplemented with the following:

(*****)

If the Contractor requests to stockpile crushed surfacing materials, borrow, and backfill materials on or near the site, the Contractor shall establish and maintain separate stockpile areas for:

1. Materials that are to be measured and paid for separately.
2. Materials which are incidental to other bid items.

The Contractor shall request approval by the Engineer for stockpiling of material that is to be paid under the bid items 5 days prior to stockpiling. For material not included for payment under the bid items the Contractor may stockpile the material with site approval from the Engineer or Owner of the property.

3-02.5 Payment

Section 3-02.5 is supplemented with the following:

(*****)

All costs of any work under Section 3-02 shall be incidental to and included in the unit contract prices for the various items in the Proposal, unless designated otherwise in these Special Provisions.

END OF DIVISION 3

DIVISION 4

BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.4 Measurement

Section 4-04.4 is replaced with the following:

(*****)

Measurement for "Crushed Surfacing Base Course", will be by the ton based on certified truck tickets collected by the observer upon site delivery and no later than the end of each working day. Tickets will not be accepted for payment after the end of each working day unless prior arrangements have been made with the Engineer.

No separate measurement for payment will be made for pipe bedding and trench/structure backfill in association with the pipe installation, work incidental to other bid items, or placed at the convenience of the Contractor. Pipe bedding and trench/structure backfill in association with the pipe installation will be included in the unit contract price for the utility being installed.

If the Contractor chooses to stockpile crushed surfacing and ballast materials on the site, the Contractor shall request approval from the Engineer to establish separate stockpile areas for:

1. Crushed surfacing materials used at the discretion of the Contractor for other construction activities not to be paid for separately and shall be incidental to other items, including pipe bedding, trench/structure backfill, to fill voids left by demolished structures, and under structures.

No separate measurement for payment will be made for water used in placing and compacting surfacing materials.

END OF DIVISION 4

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DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 Description

Section 7-08.1 is supplemented with the following:

(*****)

This information shall cover the general requirements for installing water main pipeline. The Contractor shall also follow all provisions of Section 7-09 (Water Mains), and 1-07.23 (Public Convenience and Safety) as it applies to the specific kind of work.

7-08.2 Materials

Section 7-08.2 is supplemented with the following:

(*****)

The Contractor shall use gravel borrow for trench backfill as specified in Section 9-03.14(1) of the Specifications for pipe installation and all other excavations completed within the gravel access road and roadway shoulder.

7-08.3 Construction Requirements

Section 7-08.3 is supplemented with the following:

(*****)

Toning wire is required and shall be UL-listed, Type UF, 14-gauge copper taped to the top of the pipe to prevent movement during backfilling. The wire shall be laid loosely enough to prevent stretching and damage. The wire shall be wrapped to a convenient accessible location within each manhole, vault, valve box, etc. Toning wire shall be checked by the contractor to ensure that there are no breaks in continuity.

7-08.3(1) Excavation and Preparation of Trench

7-08.3(1)A Trenches

Section 7-08.3(1)A is supplemented with the following:

(*****)

Where unsuitable material (Unsuitable Foundation Excavation), as determined by the Engineer, is encountered in the trench subgrade below that elevation required for the installation of the pipe bedding, it shall be removed to the depth and limits specified by the Engineer and considered "unsuitable foundation excavation." Material to replace unsuitable material that is removed from the trench shall be gravel borrow per Section 2-03. Construction geotextile for soil stabilization shall be installed to completely encompass the fill material.

Actual trench width shall not exceed maximum pay limits as shown on the Plans. The Contractor shall use shoring to minimize trench widths as specified in 7-08.3(1)B.

Unsuitable foundation material removed from the trench shall be hauled to a permitted waste site.

Stockpiling of unsuitable material prior to haul shall not be allowed without the written approval of Quil Ceda Village.

7-08.3(1)B Shoring

Add the following new sub-sections:

(*****)

7-08.3(1)B(1) General

New Section

This section specifies requirements for excavation support systems (Shoring or Extra Excavation Class B) for excavation of trenches and open excavations greater than 4 feet in depth.

Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, the items shall be furnished, placed, maintained, and except as shown or specified otherwise, removed.

The design, installation and removal of any and all excavation support are the sole responsibility of the Contractor. A Geotechnical Data Report provided in the appendices advises that excavation support is necessary in view of the subsurface conditions at the site. In conjunction with its obligations under Section 2-09.3(1)G – Dewatering, Contractor shall conduct its own independent investigation and evaluation of the subsurface conditions at the site and shall rely on such independent investigation/verification in designing and installing the excavation support requirements. The Contract Documents do not contain any specific plans or details for excavation support as such decisions lie solely with the Contractor. The Geotechnical Data Report in the appendices do not relieve the Contractor of its sole responsibility to investigate and verify the subsurface conditions and design, install, and remove excavation support as may be needed.

The term Excavation Support as used herein has the same meaning as the term Shoring in WAC 296-155-650.

7-08.3(1)B(2) Contractor Submittals

New Section

The Contractor is advised of the provisions for the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, Excavation, Trenching and Shoring. The Contractor's excavation support plan shall be prepared by a civil or structural engineer licensed in the State of Washington and submitted to the Engineer for review as indicated in the paragraphs below.

1. At least 20 working days prior to installation of any excavation support system, the Contractor shall submit an excavation support control plan and operational schedule (Excavation Support Control Plan). The Excavation Support Control Plan shall be prepared, signed, and stamped by a professional engineer currently registered in the

State of Washington. Such engineer shall have a minimum of 5 years of experience in the design of excavation support systems. The Excavation Support Control Plan shall show the number, location, type and depth of all excavation support means or methods selected by Contractor. The Contractor's Excavation Support Control Plan is subject to review by the Engineer. Such review is limited to determining general conformance with the intent of this Specification, but not for detailed verification of sizes, spacing, depths, construction, or adequacy. The Engineer's review and/or lack of objection to the submitted Excavation Support Control Plan shall not modify the requirements of the Contract or relieve Contractor of its sole responsibility to design, install, and remove excavation support as required herein.

2. Identify measures to control soil loss and water seepage through utility penetrations in the excavation support system.
3. The Groundwater Control Plan required by Section 2-09.3 and the Excavation Support Control Plan required herein are interdependent and shall be coordinated and submitted together.

7-08.3(1)B(3) Execution

New Section

1. General

Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, embankments, adjacent property, and completed Work.

2. Removal of Excavation Support

Do not begin to remove excavation support until it can be removed without damage to existing facilities, completed work, or adjacent property.

3. Trenches

Where trench excavation is deeper than 4 feet, the Contractor shall construct and maintain safety shoring systems that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, and the minimum requirements/prohibitions described in this Section.

If shallow groundwater causes excessive trench caving or accumulation of water, temporary steel shoring or equivalent means shall be installed. The installed shoring system shall meet the requirements described in the section above.

4. Utility Penetrations in Excavation Support System

Contractor shall implement measures to prevent soil loss and control water seepage through utility penetrations in the excavation support system.

7-08.3(2) Laying Pipe

Add the following new subsection:

(*****)

7-08.3(2)J Dewatering Trenches

New Section

Trench dewatering shall conform to requirements of Section 2-09.3(1)G.

All "Normal Trench Dewatering" work associated with maintaining a trench suitable for pipeline construction will be incidental and included in the other items of work. "Normal Trench Dewatering" is defined as dewatering methods occurring in or directly adjacent to the trench, including trash pumps, sump pumps, or other methods in the excavated areas. "Normal Trench Dewatering" does not include a dewatering system such as well points, well screens, or deep wells as required by Section 2-09.3(1)G.

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(*****)

Backfilling and surface restoration shall closely follow the installation of pipe, so that not more than 100 feet is left of the trench open at any time during construction without approval of the Engineer. When public safety concerns exist, the Engineer may require more stringent backfilling standards. Selected backfill material shall be placed and compacted around and under the pipe by hand tools to a height of 6 inches above the top of the pipe. The remaining backfill shall be compacted to 95 percent of the maximum density in the roadway prism and shall be satisfactorily demonstrated to the Engineer by density tests per the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Section 2-03.3(14)D.

Add the following new subsection:

(*****)

7-08.3(3)A Vertical Clearance Between Utility Lines

New Section

Where the vertical clearance between adjacent storm drainage lines, water lines, sanitary sewer lines, or casings is 2 to 6 inches, an ethylene vinyl acetate pad, Rubatex Laboratories R-5010-A, or an approved equal, is required. The pad shall be 3 feet by 3 feet by 2.5 inches minimum and placed between the sanitary sewer pipe and the other utility pipe. All costs necessary to furnish and install the pad shall be considered incidental to pipe laying.

7-08.4 Measurement

The first, second, and fourth paragraphs of Section 7-08.4 are replaced with the following:

(*****)

No measurement shall be made for protecting existing utilities and services, trench excavation, disposal of unsuitable backfill, native material used as trench backfill above the pipe zone bedding, and compaction of backfill.

Section 7-08.4 is supplemented with the following:

(*****)

Measurement for pipe will be by the linear foot of pipe laid and successfully tested and shall be along the centerline of the pipe through fittings. Measurement will be to the nearest foot.

No measurement will be made for trench excavation including haul.

No measurement will be made for bank run gravel when imported for use as trench backfill above the pipe zone.

No specific unit of measurement shall apply to the lump sum item of "Shoring or Extra Excavation Class B".

7-08.5 Payment

Section 7-08.5 is supplemented with the following:

(*****)

Payment will be made at the unit contract price for such of the following bid items as are included in the Bid Form:

"Shoring or Extra Excavation Class B", per lump sum.

The lump sum contract price for "Shoring or Extra Excavation Class B" shall be full pay for all labor, materials, tools, and equipment, and other incidental costs to provide a complete system of trench shoring in compliance with WISHA, Chapter 47.19 RCW and Section 7-08.3(1)B. The lump sum contract price shall include: designing, furnishing, installing, maintaining, and removing sheet piles, trench boxes, cribbing, and cofferdams, or other means necessary to support trench and excavation walls as required. Design, installation, and maintenance of all shoring systems shall be the complete and sole responsibility of the Contractor. This bid item shall be accomplished in accordance with Divisions 1, 2, and 7 of the Standard Specifications and Special Provisions. Bidder's attention is directed to the following laws and regulations:

1. Chapter 39.04.180 of the Revised Code of Washington (RCW).
2. Part N of Chapter 296-155 of the Washington Administrative Code (WAC).
3. Chapter 49.17 of RCW (Washington Industrial Safety and Health Act).
4. 29 CFR 1923 of OSHA.

Failure to comply with this shall be considered conclusive evidence that the bid is non-responsive and, therefore, subject to rejection.

7-09 WATER MAINS

7-09.1 Description

Section 7-09.1 is supplemented with the following:

(*****)

The Contractor shall also follow the requirements of Section 7-08 (General Pipe Installation Requirements).

The work includes installation of an 18-inch ductile iron water main in Magazine Road, new gravel road, and crossing 27th Ave NE, with connections at 27th Ave NE and to the 12-inch pipe near the pump station.

7-09.3 Construction Requirements

7-09.3(6) Existing Utilities

Section 7-09.3(6) is supplemented with the following:

(*****)

The Contractor is responsible for protection of existing utilities during excavation and utility installation in accordance with Section 1-07.16 Protection and Restoration of Property. The Contractor shall be responsible for restoration of any damaged utilities as a result of the contractor's construction activities.

The Contractor shall use extreme care when excavating near and underneath the storm drain culverts. The existing corrugated metal pipe culverts have corroded along the invert flowline, and the Contractor shall assume that the existing culvert is not watertight.

The Contractor shall install a temporary watertight sleeve within the entire length of the existing culvert. After the sleeve is installed, the Contractor shall excavate for the waterline. After the excavation is completed, but before the Contractor begins shoring and waterline installation, the Contractor shall install a two-piece structural collar around the existing culvert. The structural collar shall be a bolted clam shell style that will structurally support the existing culvert and have gaskets to make a soil-tight seal. After the waterline is installed and backfill is completed, the Contractor shall remove the watertight sleeve from the culvert.

7-09.3(10) Backfilling Trenches

Section 7-09.3(10) is supplemented with the following:

(*****)

Water mains shall be installed with 42-inch minimum finished pipe cover, unless shown otherwise on the Plans or the Engineer determines less cover is adequate where existing facilities, not to be relocated, might interfere with the pipe-laying operation.

7-09.3(19) Connections

7-09.3(19)A Connections to Existing Mains

Section 7-09.3(19)A is supplemented with the following:

(*****)

The Contractor shall field verify all existing piping material, dimensions, and elevations to ensure proper fit prior to any connections being made to existing mains.

All connections to existing water mains will be done in conformance with Tulalip Tribes Standards and witnessed by a Quil Ceda Village Utilities Department representative for the Tulalip Tribes water mains. The Contractor shall provide a 5-working-day notice to the Engineer to schedule connections and a 2-day verification notice, and shall consult with the Quil Ceda Village Utilities Department personnel regarding fittings or couplings required for connection to each system. All excavation, connections, piping, valve fittings, services, anchors, blocking, bedding, backfill, compaction, restoration, or other labor and materials required shall be furnished and placed by the Contractor.

The Quil Ceda Village Utilities Department will perform all shutdowns on all existing Tribal water mains. The Contractor may operate the valve under the immediate supervision of a Tulalip Tribes or City representative.

Contractor shall provide satisfactory bacteriological test to QCV prior to completion of connection to existing main. See Section 7-09.3(24).

7-09.3(19)B Maintaining Service

Section 7-09.3(19)B, paragraph 1, is supplemented with the following:

(*****)

Where existing service must be interrupted, the Contractor shall notify in writing the Engineer, the Quil Ceda Village Utilities Department representative and all customers affected 48 hours prior to the date, time, and duration of the interruption. The Contractor shall schedule construction to provide minimum interruption, which shall not exceed four hours.

7-09.3(20) Detectable Marking Tape

Section 7-09.3(20) is supplemented with the following:

(*****)

All pipe and services shall be installed with continuous tracer tape installed 12 to 18 inches under the final ground surface. Marking tape shall be Terra Tape "D" or approved equal for this project.

Pipeline marker shall be installed as required per Plans detail or when shown on the Plans.

7-09.3(23) Hydrostatic Pressure Test

Section 7-09.3(23) is supplemented with the following:

(*****)

Normal operating pressure is 75 psi.

7-09.3(24) Disinfection of Water Mains

7-09.3(24)A Flushing

Section 7-09.3(24)A is supplemented with the following:

(*****)

The Contractor shall submit a plan for disposing of disinfecting solution for approval by the Engineer and to the Tulalip Tribes Department of Natural Resources. Disposal shall not be made to sanitary sewer nor shall chlorinated water be disposed of to the stormwater system. The Contractor shall provide and install a dechlorination device approved by the Engineer and Tulalip Natural Resources to be used during flushing prior to discharge into a storm sewer or upstream of a receiving water. The Contractor shall provide 48-hour notice to the Engineer to schedule the dechlorination and flushing after approval of the dichlorination and discharge plan.

7-09.3(24)N Final Flushing and Testing

Section 7-09.3(24)N is supplemented with the following:

(*****)

Following testing and disinfection of water pipe and appurtenances, the lines shall be flushed and allowed to stand for a minimum of 24 hours; then, bacteriological samples will be taken. Samples can only be submitted for testing on Monday through Thursday, 8:00 a.m. to 5:00 p.m., and Friday, 8:00 a.m. to 12:00 noon.

The Contractor shall provide temporary taps for flushing in accordance with Section 7-09.3(24)A, and temporary taps for sampling in accordance with Section 7-09.3(24)N.

The Contractor shall provide and install a double check valve assembly with meter connection for any temporary tap connection or connection to existing hydrant.

7-09.3(24)O Repetition of Flushing and Testing

Section 7-09.3(24)O is supplemented with the following:

(*****)

There will be no charge to the Contractor for water to perform the initial pressure and purity tests. Should either test fail, the Contractor will be charged for additional water necessary to recharge the line.

7-09.4 Measurement

Section 7-09.4 is supplemented with the following:

(*****)

“Culvert Crossing” shall be measured per each.

“Connection ____ to Existing Main” shall be measured per each.

There shall be no measurement of gravel borrow for trench backfill. Use of gravel backfill shall be considered incidental to the per linear foot unit price.

7-09.5 Payment

The second paragraph of Section 7-09.5 is replaced with the following:

(*****)

“Ductile Iron Pipe for Water Main 12 In. Diam.”, per linear foot.

The unit contract price per linear foot for “Ductile Iron Pipe for Water Main 12 In. Diam.” shall be full pay for all work to complete the installation of the water main including but not limited to trench excavating, bedding, laying and jointing pipe, installation of Contractor-procured fittings, Pipe Joint Restraint, backfilling with Gravel Borrow for trench backfill material, compaction, testing, flushing, disinfecting the pipeline, and cleanup. There will be no additional compensation made for saw cutting, and the removal and wasting of trench excavation that is unsuitable for backfill. Connections to the existing main shall be paid under a separate bid item.

“Ductile Iron Pipe for Water Main 18 In. Diam.”, per linear foot.

The unit contract price per linear foot for “Ductile Iron Pipe for Water Main 18 In. Diam.” shall be full pay for all work to complete the installation of the water main including but not limited to trench excavating, bedding, laying and jointing pipe, installation of Contractor-procured fittings, Pipe Joint Restraint, backfilling with Gravel Borrow for trench backfill material, compaction, testing, flushing, disinfecting the pipeline, and cleanup. There will be no additional compensation made for saw cutting, and the removal and wasting of trench excavation that is unsuitable for backfill. Connections to the existing main shall be paid under a separate bid item.

“Culvert Crossing”, per each.

The unit contract price for each “Culvert Crossing” shall be full pay for all work to complete the culvert crossing, including but not limited to excavation under culvert using methods described in 7-09.3(6) “Existing Utilities”, disposal of excess material, installation of 30-inch diameter steel casing pipe, casing spacers, and casing pipe end seals. Price shall also include the installation of temporary culvert as shown on the Contract Plans. Payment for 18-inch ductile iron water main and fittings shall be per separate bid item.

“Connection ____ to Existing Main”, per each.

The unit contract price for each “Connection ____ to Existing Main” shall be full pay for all work to complete the connection to the existing system including but not limited to exposing the existing piping, taking measurements to ensure the proposed connection detail fits, excavation, bedding, laying and joining pipe, fittings, Pipe Joint Restraint, backfilling with Gravel Borrow for trench backfill material, compaction, testing, flushing, disinfecting the pipeline, and cleanup to the payment limits shown on the Plans. There will be no additional compensation made for saw cutting, and the removal and wasting of trench excavation that is unsuitable for backfill.

7-12 VALVES FOR WATER MAINS

7-12.2 Materials

Section 7-12.2 is supplemented with the following:

(*****)

Butterfly Valve	9-30.3(3)
Air Release and Combination Air Release/Air Vacuum Valves	9-30.3 (10)

All valves shall have a standard APWA cast iron water valve box set to grade with two-piece, extension type cast iron riser from valve. Valve box shall have a lug type cover, 8-inch top and 24-inch bottom. Valve box lids shall have the word “WATER” cast in the upper surface.

If valves are not set in paved area, a 4-inch thick, 3-foot square concrete pad shall be set around each valve box at finished grade. In areas where valve box falls in road shoulder, the ditch and shoulder shall be graded before placing asphalt or concrete pad. The valve and valve box shall be set plumb with the valve box centered on the operator nut. Valve boxes shall be set flush in pavement or road shoulder. See City of Marysville Standard Drawings 2-070-001 and 2-070-004.

Operating Valve Nut Extension: A valve stem extension shall be installed whenever the valve operating nut is more than 48 inches below finished grade. Extensions are to be a minimum of 12 inches with only one extension per valve. The operator nut extension shall extend into the top section of the valve box and shall clear the bottom of the lid by a minimum of 10 inches.

Valve Marker Post: Marker posts shall be Carsonite CUM-375 blue with two anchors at bottom of marker. See City of Marysville Standard Plan 2-070-002.

Butterfly valves shall conform to ANSI/AWWA C504, Class 250, with cast iron short body and “O” ring stem seal. All butterfly valves shall have ANSI Class 150 flange drilling patterns. Valves in chambers shall have a manual crank operation. Buried valves shall have a stem extension with AWWA 2-inch operating nut and suitable valve box. Butterfly valves shall be DeZURIK (buy American Act), M&H, Mueller, or approved equal. Valves shall be restrained in accordance with Section 7-09.2.

7-15 SERVICE CONNECTIONS

7-15.2 Materials

Section 7-15.2 is supplemented as follows:

(*****)

Six-inch water meters shall be manufactured by Master Meter.

7-15.5 Payment

This Section is supplemented with the following:

(*****)

“Replace Existing Water Meter”, per each.

The unit contract price per linear foot for “Replace Existing Water Meter” shall be full pay for all labor, tools, and equipment to replace the existing water meter in the vault with a new water meter.

END OF DIVISION 7

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DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(*****)

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw, plastic sheet). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Project Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Tribe.

Erosion control materials shall be installed prior to the start of any other work on the Project.

Following completion of the project, the Contractor shall remove all erosion-control materials and dispose of them off-site. Any areas disturbed by the installation and/or removal of temporary erosion control materials shall be restored by the Contractor as directed by the Engineer at no cost to the Tribes.

8-01.3(1) General

8-01.3(1)A Submittals

The first sentence in the second paragraph is revised to read:

(*****)

Modified TESC Plan shall meet all the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

Add the following new subsection:

(*****)

8-01.3(1)F SWPPP Preparation and General Permit Compliance **New Section**

The Contractor shall prepare a Storm Water Pollution Prevention Plan, (SWPPP), to address the Contractor's specific means and methods of completing the work and to comply with the Construction Stormwater Permit (General Permit). The resulting document is the Storm Water Pollution Prevention Plan (SWPPP).

The Contractor shall prepare and submit the SWPPP for the Tribes approval with the application for a Grading Permit. Approval of the SWPPP document and receipt of Grading Permit is required prior to the beginning of any ground disturbing activities. Failure to approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays.

The Contractor shall use, implement, modify, and document the approved SWPPP in compliance with the General Permit. This work shall include, but is not limited to the following:

Preparing, revising, maintaining the SWPPP in compliance with the General Permit;

Designing and planning, sediment control/erosion control measures, (BMPs), needed to meet General Permit requirements;

Planning, performing, and reporting of storm water monitoring.

Preparing and maintaining documentation required by the General Permit.

During construction, the Contractor shall modify the SWPPP to address specific site conditions. The SWPPP and Contractor's revisions shall consist of the Contractor's complete strategy to meet the requirements of the General Permit. The Contractor shall include and modify as necessary the erosion control measures provided in the Contract Plans. The Contractor shall review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project. The SWPPP and revisions shall meet the requirements of the General Permit.

The SWPPP, including any Contractor revisions, shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP.

SWPPP Contents

The SWPPP shall include narrative(s) and site plan(s) that address the following as applicable to the Work:

Clearing Limits, Establishment of Construction Access, Flow Rate Controls, Sediment Controls, Soil Stabilization, Slope Protection, Drain Inlet Protection, Channels and Outlets Stabilization, Pollutant Controls, De-watering Control, and Maintenance of Best Management Practices.

Stormwater Monitoring Requirements

The Contractor shall conduct monitoring of discharges of stormwater runoff for comparisons to benchmark values for turbidity and pH as described in the General Permit. The Contractor shall provide weekly stormwater monitoring of the project stormwater discharge locations for turbidity and pH as required in the General Permit. The Contractor shall establish specific project sampling locations for sampling and monitoring to determine background, and downstream water quality conditions and provide these locations on a map to be included in the SWPPP for approval.

The Contractor shall establish procedures that adapt to unanticipated events such as severe storms, schedule adjustments, modified construction techniques, etc. to be included in the SWPPP. Contractor shall submit any modifications to the procedures to the Engineer for approval.

Following any exceedances of General Permit requirements including turbidity and/or pH benchmarks, the Contractor shall provide the following at no additional cost to the Contracting agency:

1. The necessary SWPPP revisions and on-site measures/revisions including additional source control, BMP maintenance, and/or additional stormwater treatment BMPs that are necessary to prevent continued exceedance of turbidity and/or pH benchmarks.
2. The regulatory notification to the Environmental Protection Agency and to the Engineer of any monitoring results requiring regulatory notification.
3. The additional daily sampling and reporting measures described in the General Permit to verify when project site runoff is in compliance.

At no cost to the Tribes, the Contractor shall be responsible for paying any fines levied against the Tribes for any failure by the Contractor to comply with the permit requirements as listed in these specifications.

Add the following new sections:

(*****)

8-01.3(17) Trench Dewatering

New Section

The Contractor shall dispose of all surface water runoff and water removed by “Trench Dewatering” in an environmentally sound manner that will not endanger health, property, or any portion of the work under construction. The discharge location(s) shall be identified in the Contractor’s dewatering submittal for the Engineer’s review as specified herein. Disposal of water shall be performed in such a manner as will cause no environmental impact or impacts to the Owner, adjacent property owners, or to others engaged in work about the site.

The Contractor shall use sediment control methods, as required, at discharge points near property lines to prevent silt and sediment from migrating off-site. Sediment control methods can include, but are not limited to, biker tank, siltation ponds, filter fences, screens, and other methods as required.

8-01.4 Measurement

Section 8-01.4 is amended as follows:

(*****)

No specific unit of measurement shall apply to the lump sum item “Erosion Control and Water Pollution Prevention”.

“Stabilized Temporary Construction Entrance” will be measured per each entrance installed.

8-01.5 Payment

Section 8-01.5 is amended as follows:

(*****)

“Erosion Control and Water Pollution Prevention”, lump sum.

The lump sum bid price for “Erosion Control and Water Pollution Prevention” shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation, maintenance, and removal of erosion and sediment control facilities, unless listed in the proposal as a bid item to include but not limited to, the following:

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
3. Removal of erosion and sediment control best management practices upon completion of the project.
4. Installation of jute mat and any additional work deemed necessary by the Engineer to control erosion and water pollution.

The lump sum bid price for “Erosion Control and Water Pollution Prevention” shall also include:

5. Preparation of a SWPPP, revisions to the SWPPP, and all best management practices to implement requirements of the SWPPP and the Construction Stormwater General Permit.

“Stabilized Temporary Construction Entrance”, per each.

The unit contract price for each of “Stabilized Temporary Construction Entrance” shall be full pay for hauling, placement, compaction, labor materials and equipment necessary for Completion of all such work including but not limited to installing, geotextile, crushed rock, quarry spalls, maintaining, repairing and removing the construction entrance complete.

8-22 PAVEMENT MARKING

8-22.1 Description

Section 8-22.1 is supplemented with the following:

(*****)

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

8-22.2 Materials

Section 8-22.2 is supplemented with the following:

(*****)

Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic unless indicated otherwise in the Contract Documents.

8-22.3 Construction Requirements

Section 8-22.3 is supplemented with the following:

(*****)

In addition to the requirements of Sections 8-22.3(2) and 8-22.3(3), the application and surface preparation shall conform to the manufacturer's recommendations.

The Contractor shall provide the Engineer with two copies of the manufacturer's recommendations for installation.

In all cases, the product manufacturer's recommended application procedures shall be adhered to. When no such procedures have been published, workmanship shall be governed by these Special Provisions and the Standard Specifications.

After cleaning of areas to receive pavement markings, the areas shall pass inspection of the Engineer prior to application of the material or the primer coat.

Reflectorized beading as stated in Section 8-22.3(3) of the Standard Specifications shall be provided with all pavement markings.

8-22.3(1) Preliminary Spotting

(*****)

The first sentence of Section 8-22.3(1) is deleted.

8-22.4 Measurement

Section 8-22.4 is supplemented with the following:

(*****)

No specific unit of measurement will apply to the lump sum item of "Pavement Marking Restoration".

No separate measurement will be made for removal of individual pavement markings, raised pavement markers, or channelization. Pavement marking removals are considered incidental to the "Pavement Marking Restoration" bid item.

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

(*****)

"Pavement Marking Restoration", per Lump Sum.

The lump sum bid price in the Proposal will be full compensation for installation of "Pavement Marking Restoration", including but not limited to preparing the surface, furnishing and installing the plastic pavement markings and temporary painted pavement markings regardless of duration.

END OF DIVISION 8

DIVISION 9
MATERIALS

9-30 WATER DISTRIBUTION MATERIALS

Revise the title for Section 9-30 as follows:

(*****)
9-30 WATER PIPELINE MATERIALS

9-30.1 Pipe

9-30.1(1) Ductile Iron Pipe

The first paragraph of Section 9-30.1(1) is replaced with the following:

- (*****)
1. Ductile iron pipe shall meet the requirements of AWWA C151. Ductile iron pipe shall have a cement mortar lining and a 1-mil-thick seal coat meeting the requirements of AWWA C104. Ductile Iron pipe shall be Special Thickness Class 52 or the class indicated in the Plans. Ductile iron pipe shall be restrained using Field Lok gaskets. Field Lok gaskets shall be per AWWA C111 and have a minimum pressure rating of 250 psi.

Add the following new section:

(*****)
9-30.1(7) Casing Pipe **New Section**

Casing pipe shall be ASTM A53, schedule 40. Diameter and length as shown in the Drawings. Casing pipe shall be supplied with casing spacers and casing end seals:

Casing Spacers

Casing spacer shall be a two-piece shell per carrier pipe and made from T304 stainless steel of a minimum 14-gauge thickness.

Each shell section shall be lined with a 0.090-inch-thick, ribbed PVC extrusion with a retaining section that overlaps the edges of the shell and prevents slippage. PVC Liner shall have a hardness of 85-90 durometer.

Bearing surfaces (runners) shall be ultra-high molecular weight polyethylene (UHMW) to provide abrasion resistance and a low coefficient of friction (0.12). The runners shall be attached to support structures (risers) at appropriate positions to properly support the carrier pipe(s) within the casing pipe and to ease installation. The runners shall be mechanically bolted to the spacer.

Risers shall be MIG welded to the shell, where applicable. Risers shall be made of T304 stainless steel of a maximum 10 gauge with bolt heads welded to the inside of the risers for strength. Bottom risers 6 inches and over in height shall be reinforced.

All reinforcing plates shall be 10-gauge T304 stainless steel and shall be MIG welded to mating parts. STANDARD (STD) positioning within the casing pipe shall be sized such that

the carrier rests near the bottom of the casing pipe and the height of the risers and runners are to provide a bottom clearance not less than one-half inch between the casing pipe and the extreme outside diameter of the joint (bell, seam weld, joint clamp, ...) of the carrier pipe. CENTERED (CTD) and restrained positioning within the casing pipe shall be sized such that the height of the risers and runners are to center the carrier pipe in the casing pipe with a top clearance of three-fourths inch minimum. RESTRAINED (RES) positioning within the casing pipe shall be sized such that the carrier rests near the bottom of the casing pipe and the height of the risers and runners are to provide a bottom clearance not less than one-half inch between the casing pipe and the extreme outside diameter of the joint (bell, seam weld, joint clamp, ...) of the carrier pipe and a top clearance of three-fourths inch minimum. MULTIPLE (MULTI) Carrier pipes within the casing pipe shall be sized such that the carrier pipes are held at fixed distances relative to each other, with the height of the risers and runners to provide not less than three-fourths inch between the casing pipe and the outside diameter of the riser/runner combinations. Special reinforcing plates may be required to stabilize and support structure. All weldments shall be fully chemically passivated in accordance with ASTM A380. Due to the numerous application possibilities, consult factory for spacing requirements. Casing spacers shall be Model CCS as manufactured by Cascade Waterworks Mfg. Co. of Yorkville, IL, or approved equal.

Casing End Seals

Casing spacer end seals shall be a pull-over-type construction and made from Neoprene rubber with a thickness between 3/32 and 1/8 inch, dependent on size and flexibility needed for proper fitment and functionality. End Seals shall utilize T304 stainless steel bands for securing each end to the casing pipe and carrier pipe. Casing spacer end seals shall be Model CCES as manufactured by Cascade Waterworks Mfg. Co. of Yorkville, IL, or approved equal.

9-30.2 Fittings

9-30.2(6) Restrained Joints

Section 9-30.2(6) is replaced with the following:

(*****)

When noted on the plans or required to fully restrain the pipe, the Contractor shall use Romac ROMAGRIP (or approved equal) for all mechanical joint fittings. For push-on pipe joints, the Contractor shall use Field Lok gaskets. All flange coupling adaptors (FCAs) shall be fully restrained using Romac RFCA (or approved equal). EBAA IRON fittings are not allowed to use on this project.

9-30.3 Valves

Add the following new section:

(*****)

9-30.3(10) Air Release and Combination Air Release/Air Vacuum Valves

New Section

Water air release valve shall be a 2-inch NPT thread APCO Model #200 or equal.

END OF DIVISION 9

Appendix A

Contract Plans

CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

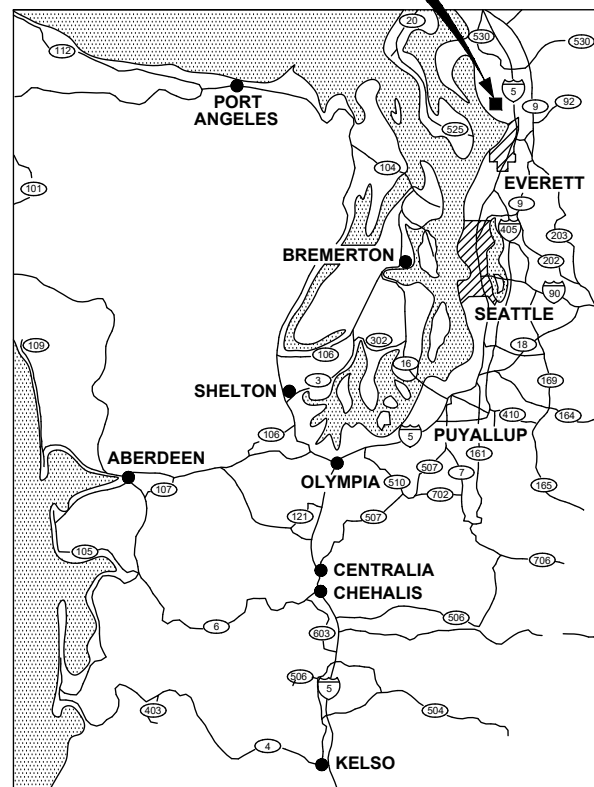
QUIL CEDA VILLAGE 19TH AVE - PHASE 1

WATER DISTRIBUTION IMPROVEMENTS

TULALIP, WASHINGTON



PROJECT LOCATION



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE

DRAWING INDEX		
DWG NO.	SHT NO.	SHEET TITLE
GENERAL		
1	G1	COVER SHEET, DRAWING INDEX, LOCATION AND VICINITY MAPS
2	G2	LEGEND, ABBREVIATIONS, AND GENERAL NOTES
3	G3	HORIZONTAL CONTROL PLAN
TESC/DEMO		
4	D1	TESC/DEMO SHEETS BEGIN TO STA 72+50
5	D2	TESC/DEMO SHEETS STA 72+50 TO STA 82+00
6	D3	TESC/DEMO SHEETS STA 82+00 TO END
ROAD & WATER		
7	C1	ROAD AND WATER MAIN PLAN & PROFILE BEGIN TO STA 67+50
8	C2	ROAD AND WATER MAIN PLAN & PROFILE STA 67+50 TO STA 72+50
9	C3	ROAD AND WATER MAIN PLAN & PROFILE STA 72+50 TO STA 77+00
10	C4	ROAD AND WATER MAIN PLAN & PROFILE STA 77+00 TO STA 82+00
11	C5	ROAD AND WATER MAIN PLAN & PROFILE STA 82+00 TO END
12	C6	ROAD AND WATER MAIN PLAN & PROFILE STA 10+00 TO END
DETAILS		
13	DT1	DETAILS
14	DT2	DETAILS
15	DT3	DETAILS

LAYOUT: G1 PATH: L:\P\SO\Projects\Clients\1598-Tulalip Tribes\19th Ave Water Distribution Phase 1 - PLOTTED BY: Sushlikov DATE: Tuesday, March 19, 2024 2:08:50 PM

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			D. SUSLIKOV
			M. OLLIVANT
			J. WRIGHT

<p>ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY</p> <p>FILE NAME PS1598148-PHASE1_G1</p> <p>JOB No. 216-1598-148</p> <p>DATE MARCH 2024</p>
--



3/19/2024

Parametrix
1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
WATER DISTRIBUTION
IMPROVEMENTS**
TULALIP WASHINGTON

**COVER SHEET, DRAWING INDEX,
LOCATION AND VICINITY MAPS**

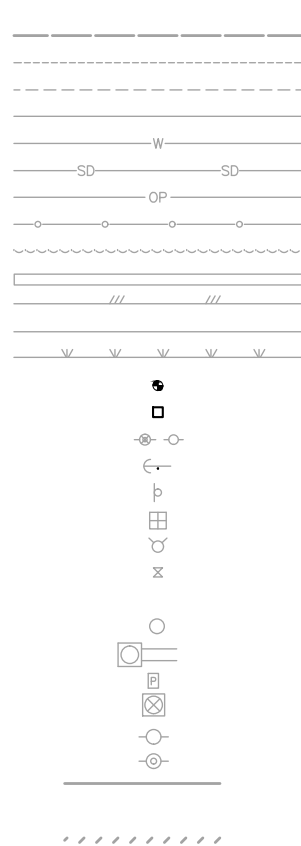
DRAWING NO.
1 OF 15
G1



Know what's below.
Call before you dig.

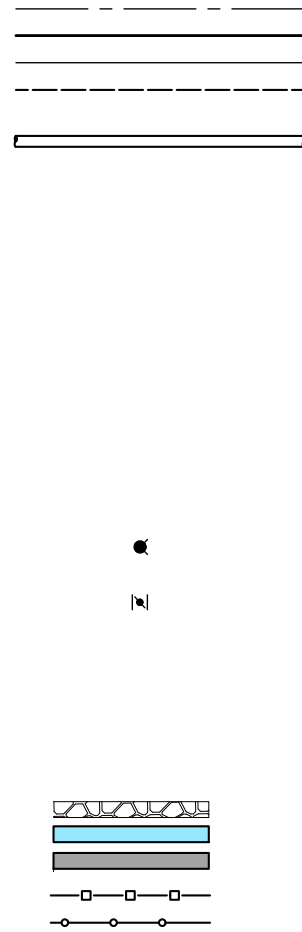
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EXISTING:



LEGEND:

PROPOSED:



DESCRIPTION:

CENTER LINE
 MAJOR CONTOUR
 MINOR CONTOUR
 EDGE OF GRAVEL
 CONCRETE
 WATER
 STORM
 OVERHEAD POWER
 CHAINLINK FENCE
 EDGE OF VEGETATION
 CULVERT
 EDGE OF PAVEMENT
 TRAIL
 WETLAND
 MONUMENT
 CONTROL POINT
 POWER POLE
 GUY ANCHOR
 SIGN
 WATER METER
 HYDRANT
 VALVE
 BUTTERFLY VALVE
 BOLLARD
 WATER POST INDICATOR VALVE
 POWER JUNCTION BOX
 POWER METER
 POWER POLE
 POWER POLE WITH DROP LINE
 BUILDING LINE
 STABILIZED CONSTRUCTION ENTRANCE
 GRAVEL ROADWAY RESTORATION
 GRAVEL ROADWAY
 SILT FENCE
 CHAIN LINK FENCE

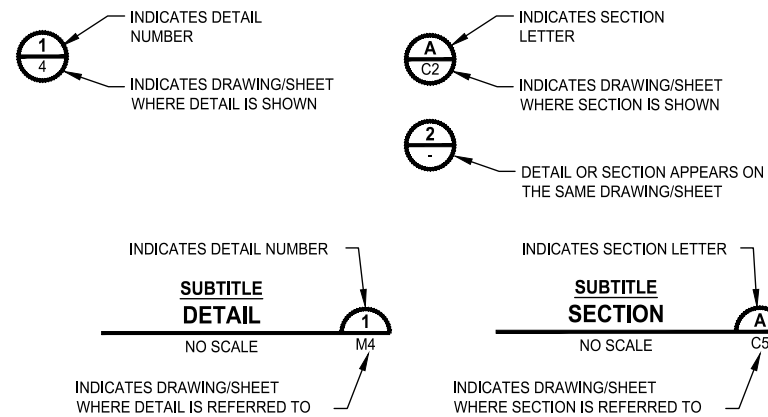
ABBREVIATIONS:

Δ DELTA
 AC ASPHALT CONCRETE
 AP ANGLE POINT
 AVE AVENUE
 BF BLIND FLANGE
 BND BEND
 BP BEGINNING POINT
 BV BUTTERFLY VALVE
 € CENTER LINE
 CB CATCH BASIN
 CL CLASS
 CONC CONCRETE
 CONN CONNECT, CONNECTION
 CONST CONSTRUCTION
 CPLG COUPLING
 CSBC CRUSHED SURFACING BASE COURSE
 CSTC CRUSHED SURFACING TOP COURSE
 DET DETAIL
 DI DUCTILE IRON
 DIA DIAMETER
 E EAST, EASTING
 EL ELEVATION
 EP END POINT
 EX EXISTING
 FCA FLANGE COUPLING ADAPTOR
 FG FINISHED GRADE
 FOC FACE OF CURB
 FL FLANGE
 G GAS
 GND, GRND GROUND
 GRM GALVANIZED RIGID METAL
 GV GATE VALVE
 HMA HOT MIX ASPHALT
 HYD HYDRANT
 IE INVERT ELEVATION
 L LENGTH
 LF LINEAR FEET
 LT LEFT
 MH MANHOLE
 MAX MAXIMUM
 MIN MINIMUM
 MJ MECHANICAL JOINT
 N NORTH, NORTHING
 NE NORTHEAST
 NO. NUMBER
 NST NO STEEPER THAN
 NW NORTHWEST
 O.D. OUTSIDE DIAMETER
 P UNDERGROUND POWER
 PC POINT OF CURVATURE
 PI POINT OF INTERSECTION
 PT POINT OF TANGENCY, POINT
 PVC POLYVINYL CHLORIDE PIPE
 R, RD RADIUS
 RFCA RESTRAINED FLANGE
 COUPLING ADAPTER
 RT RIGHT
 R/W RIGHT OF WAY
 SD STORM DRAINAGE
 SE SOUTHEAST
 SS SANITARY SEWER
 SSFM SANITARY SEWER FORCE MAIN
 ST STREET
 STL STEEL
 STA STATION
 STD STANDARD
 SW SOUTHWEST
 T TELEPHONE
 TDS TULALIP DATA SERVICES
 THK THICK
 TOC TOP OF CURB
 TYP TYPICAL
 W WATER
 WM WATER METER
 WSDOT WASHINGTON STATE DEPARTMENT OF
 TRANSPORTATION

GENERAL NOTES:

- EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REQUIRED IN ACCORDANCE WITH THE APPROVED PLANS AND ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- COMPLY WITH ALL OTHER PERMITS AND OTHER REQUIREMENTS BY THE COUNTY, TRIBES, OR OTHER GOVERNING AUTHORITY OR AGENCY AS MAY BE APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD MANUAL. PRIOR TO DISRUPTION OF ANY TRAFFIC, TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO THE COUNTY FOR POSSIBLE APPROVAL. NO WORK SHALL COMMENCE UNTIL ALL APPROVED TRAFFIC CONTROL IS IN PLACE. WORK SHALL CEASE WHEN TRAFFIC CONTROL FAILS TO MEET MINIMUM REQUIREMENTS.
- CALL UNDERGROUND LOCATE LINE AT 1-800-424-5555 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATIONS.
- THE LOCATIONS OF EXISTING UTILITIES, STRUCTURES, EQUIPMENT, AND OTHER ITEMS SHOWN ON DRAWINGS AREA ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND ELEVATIONS OF ALL EXISTING ITEMS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO WORK. EXPOSING EXISTING UTILITIES ("POT HOLING") SHALL BE INCIDENTAL TO THE WORK.

DETAIL AND SECTION DESIGNATION



REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PS1598148-PHASE1_G2
 JOB No.: 216-1598-148
 DATE: MARCH 2024



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 Ph: 253.604.6600

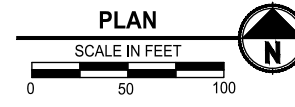
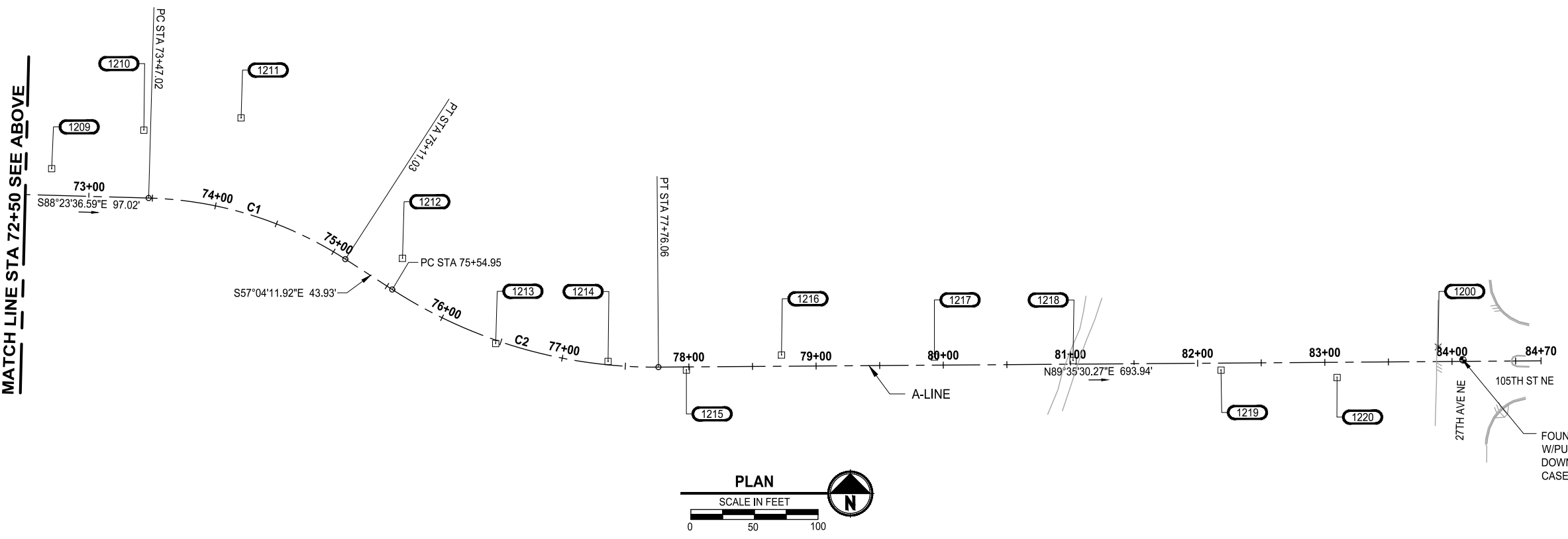
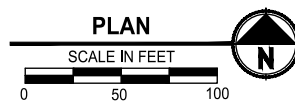
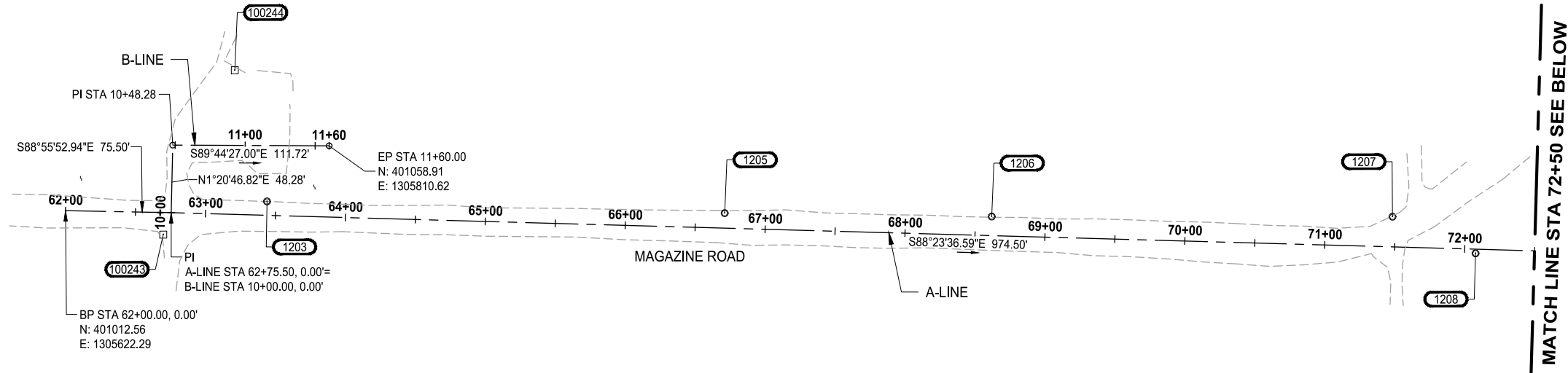
PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1 WATER DISTRIBUTION IMPROVEMENTS
 TULALIP WASHINGTON

LEGEND, ABBREVIATIONS, AND GENERAL NOTES

DRAWING NO.
 2 OF 15
G2

CURVE TABLE			
CURVE ID	LENGTH	RADIUS	DELTA
C1	164.01'	300.00'	31°19'25"
C2	221.11'	380.00'	33°20'18"

PARAMETRIX CONTROL TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1200	400963.99	1307782.74	66.37	SET MAG NAIL
1201	400492.08	1307775.89	65.29	SET MAG NAIL
1203	401019.14	1305766.25	72.11	SET R/CAP
1205	401010.79	1306093.26	70.08	SET R/CAP
1206	401008.36	1306284.03	69.50	SET R/CAP
1207	401008.21	1306570.38	68.35	SET R/CAP
1208	400982.02	1306629.70	68.57	SET R/CAP
1209	401004.20	1306692.64	69.37	SET HUB & TACK
1210	401034.49	1306765.13	69.88	SET HUB & TACK
1211	401044.16	1306841.58	70.32	SET HUB & TACK
1212	400933.70	1306968.48	67.58	SET HUB & TACK
1213	400866.64	1307041.75	67.06	SET HUB & TACK
1214	400852.55	1307130.10	66.44	SET HUB & TACK
1215	400845.76	1307191.66	66.50	SET HUB & TACK
1216	400857.61	1307266.44	67.48	SET HUB & TACK
1217	400856.00	1307386.73	66.44	SET HUB & TACK
1218	400853.21	1307495.65	67.21	SET HUB & TACK
1219	400845.72	1307612.04	67.96	SET HUB & TACK
1220	400839.91	1307703.27	67.78	SET HUB & TACK
100243	400995.46	1305692.09	72.80	SET HUB & TACK SAME
100244	401112.98	1305743.23	72.62	SET HUB & TACK SAME AS 2011



HORIZONTAL AND VERTICAL DATUM:
 HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983(11). VERTICAL DATUM IS NAVD83.
 DATUMS ARE DERIVED FROM THE WASHINGTON STATE REFERENCE NETWORK (WSRN) WITH VERIFICATION
 TIE TO THE FOLLOWING MONUMENT PUBLISHED BY WSDOT:

POINT DESIGNATION: GP31005-128
 NORTHING: 396655.916
 EASTING: 1310030.612
 ELEVATION: 40.400

PROJECTION IS WASHINGTON STATE PLANE NORTH ZONE, U.S. SURVEY FEET

STATISTICS:
 EQUIPMENT: TRIMBLE R-10 GPS AND TRIMBLE S-7 ROBOTIC TOTAL STATION
 METHODOLOGY: FIELD TRAVERSE AND GPS
 MEETS OR EXCEEDS SURVEY STANDARD AS PER:
 WAC 332-130-050
 WAC 332-130-090
 WAC 332-130-100
 ALL SURVEY WORK OCCURRED IN JULY OF 2022.

- SURVEY NOTES:**
- THIS MAP CORRECTLY REPRESENTS CONDITIONS AND FEATURES EXISTING AT THE TIME OF THIS SURVEY IN JUNE, 2017 AND JULY, 2022.
 - CONVENTIONAL AND GPS SURVEY EQUIPMENT WAS USED IN THE PERFORMANCE OF THIS SURVEY. ALL EQUIPMENT IS MAINTAINED IN CONFORMANCE WITH CURRENT STATE STATUTE.
 - THIS SURVEY WAS PREPARED BY FIELD TRAVERSE AS PER WAC 332-130-090, PART C. RELATIVE ACCURACY EXCEEDS 1 FOOT IN TEN THOUSAND.
 - ALL SURFACE FEATURES AND INVERT STRUCTURE ELEVATION SHOWN HEREON WERE FIELD LOCATED AND MEASURED BY PARAMETRIX FOR THIS SURVEY. UNDERGROUND UTILITY LINES ARE BASED UPON A COMBINATION OF ASBUILT PLANS, SURFACE FEATURE MEASUREMENTS AND ONSITE UNDERGROUND UTILITY MARKINGS PERFORMED BY OTHERS.
 - THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
 - BOUNDARY INFORMATION SHOWN HEREON IS BASED ON PUBLIC GIS INFORMATION PROVIDED BY THE SNOHOMISH COUNTY. BOUNDARY LINES SHOWN ARE FOR REPRESENTATION PURPOSES ONLY AND SHOULD NOT BE USED FOR DESIGN ACTIVITIES THAT WILL RELY ON AN ACCURATE REPRESENTATION OF BOUNDARY INFORMATION.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL RESTRICTIONS OR EASEMENTS OF RECORD. ACCORDINGLY, NONE ARE SHOWN HEREON.

HORIZONTAL DATUM
 THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NAD 83/11, WITH CONFIRMATION TIES TO WSDOT CONTROL POINT DESIGNATIONS GP31005-128 AND BM31005-37.

VERTICAL DATUM
 THE VERTICAL DATUM UTILIZED ON THIS TOPOGRAPHIC SURVEY IS BASED ON NAVD83 VERTICAL DATUM PER THE PUBLISHED ELEVATION ON WSDOT CONTROL POINT DESIGNATION GP31005-128 WITH CONFIRMATION FIELD SURVEY TO WSDOT CONTROL POINTS BM31005-77 AND STARBUCKS.
 GP31005-128
 ELEV. = 40.40

FOUND 1 1/2" BRASS DISK
 W/PUNCH MARK
 DOWN 0.4' IN MONUMENT
 CASE VISITED 9/11/23

LAYOUT: G3 PATH: U:\PSO\Projects\Clients\1598-Tulalip\19th Ave Water Distribution\19th Ave Water Distribution\Phase1 PLOTTED BY: SusliDmi DATE: Tuesday, March 19, 2024, 2:11:14 PM

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE,
 IF NOT, SCALE ACCORDINGLY

FILE NAME
 PSI1598148-PHASE1_G2

JOB No.
 216-1598-148

DATE
 MARCH 2024



3/19/2024

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 Ph: 253.604.6600

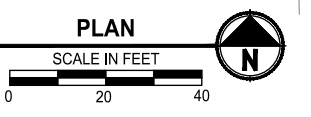
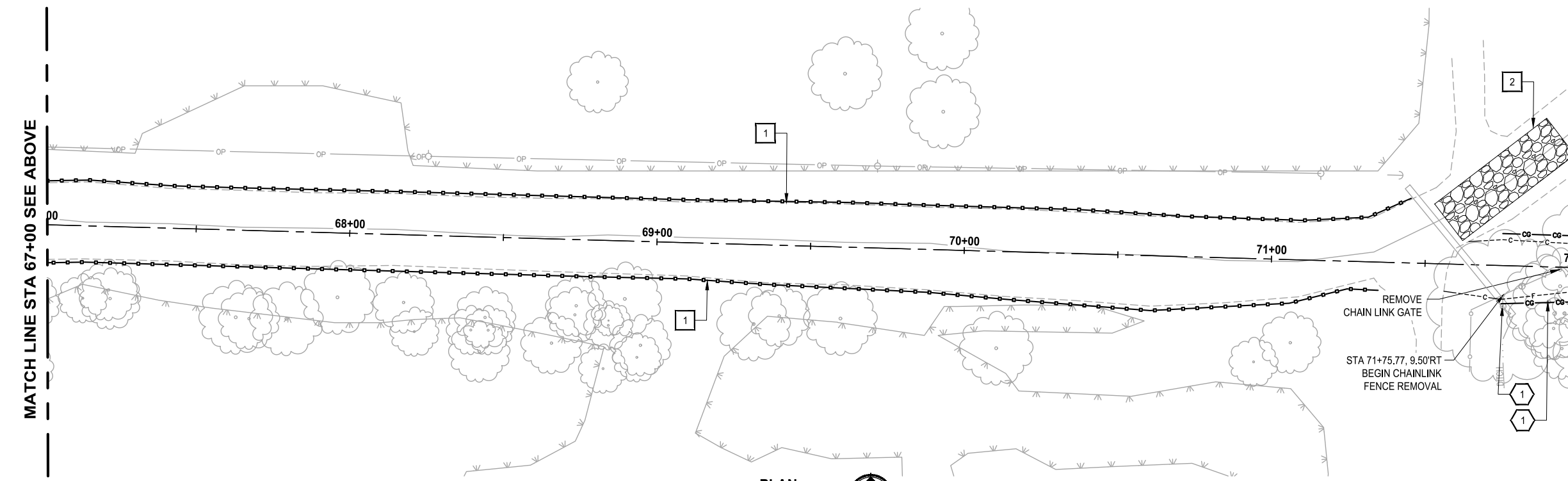
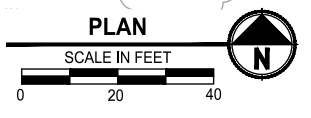
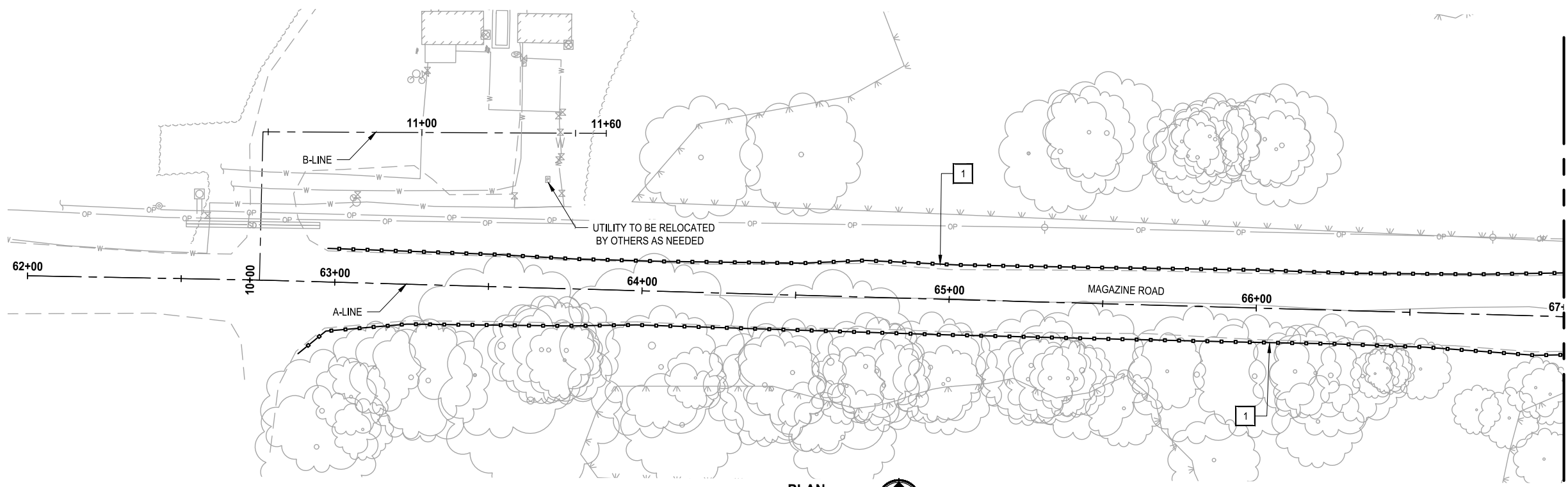
PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS**
 TULALIP WASHINGTON

HORIZONTAL CONTROL PLAN

DRAWING NO.
 3 OF 15

G3

LAYOUT: D1 PATH: U:\PSO\Projects\Clients\1598-Tulalip\Trees-Tulalip\Trees\1598-148-19thAve_WaterDistribution_Phase1\ PLOTTED BY: Sulliml DATE: Tuesday, March 19, 2024 3:07:30 PM



TESC GENERAL NOTES:

1. THE MEASURES SHOWN ON THESE PLANS ARE THE MIN THAT ARE REQUIRED FOR THE ANTICIPATED SITE CONDITIONS. THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES TO MEET TURBIDITY REQUIREMENTS, OR AS DIRECTED BY THE ENGINEER.
2. REMOVE ALL TREES AND VEGETATION WITHIN CLEARING AND GRUBBING LIMITS UNLESS NOTED.

TESC KEY NOTES:

- 1 SILT FENCE PER WSDOT STD PLAN I-30.15-02, SEE SHT DT3.
- 2 STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10-02, SEE SHT DT3.

DEMO KEY NOTES:

- 1 PROTECT EXISTING TREE IN PLACE

LEGEND:

- ASPHALT CONC. PAVEMENT REMOVAL
- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE
- SAWCUT
- CLEARING AND GRUBBING & SILT FENCE
- CUT LINE
- FILL LINE

MATCH LINE STA 67+00 SEE BELOW

MATCH LINE STA 67+00 SEE ABOVE

MATCH LINE STA 72+50 SEE SHT D2



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PSI1598148-PHASE1-DEMO- TESC
 JOB No.: 216-1598-148
 DATE: MARCH 2024



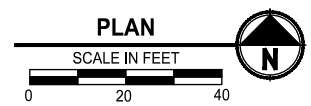
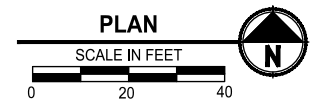
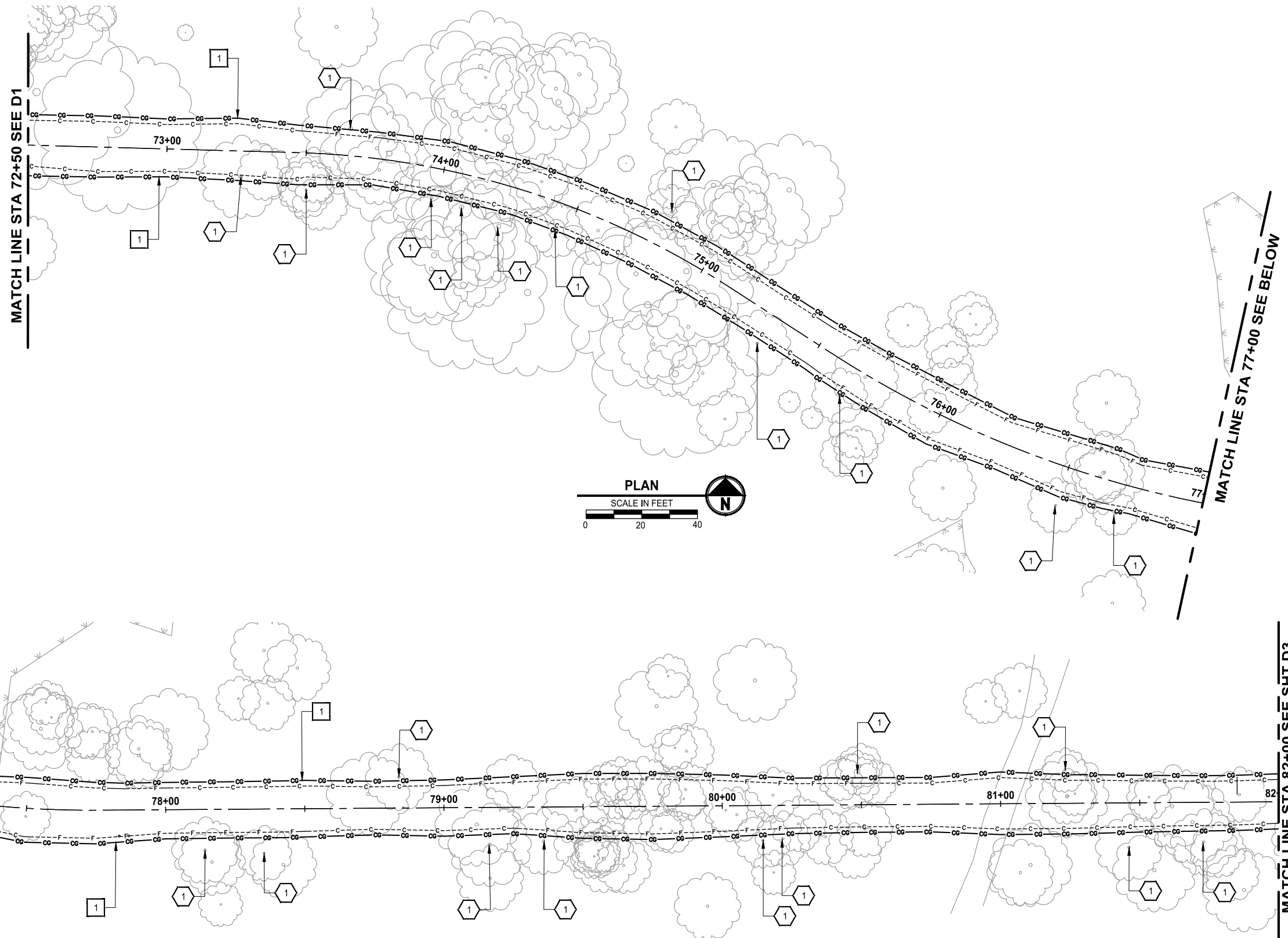
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1 WATER DISTRIBUTION IMPROVEMENTS
 TULALIP WASHINGTON

TESC/DEMO SHEETS BEGIN TO STA 72+50

DRAWING NO.
 4 OF 15
D1

LAYOUT: D2 PATH: U:\PSO\Projects\Clients\1598-Tulalip\Tribe\216-1598-148-19thAve WaterDistribution\Phase1\ PLOTTED BY: SmallDm DATE: Tuesday, March 19, 2024 3:10:36 PM



TESC GENERAL NOTES:

1. THE MEASURES SHOWN ON THESE PLANS ARE THE MIN THAT ARE REQUIRED FOR THE ANTICIPATED SITE CONDITIONS. THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES TO MEET TURBIDITY REQUIREMENTS, OR AS DIRECTED BY THE ENGINEER.
2. REMOVE ALL TREES AND VEGETATION WITHIN CLEARING AND GRUBBING LIMITS UNLESS NOTED.

TESC KEY NOTES:

- 1 SILT FENCE PER WSDOT STD PLAN I-30.15-02, SEE SHT DT3.
- 2 STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10-02, SEE SHT DT3.

DEMO KEY NOTES:

- 1 PROTECT EXISTING TREE IN PLACE

- LEGEND:**
- ASPHALT CONC. PAVEMENT REMOVAL
 - STABILIZED CONSTRUCTION ENTRANCE
 - SILT FENCE
 - SAWCUT
 - CLEARING AND GRUBBING & SILT FENCE
 - CUT LINE
 - FILL LINE

MATCH LINE STA 77+00 SEE ABOVE

MATCH LINE STA 72+50 SEE D1

MATCH LINE STA 77+00 SEE BELOW

MATCH LINE STA 82+00 SEE SHT D3



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE.
 IF NOT, SCALE ACCORDINGLY
 FILE NAME: PSI1598148-PHASE1-DEMO-ESC
 JOB No.: 216-1598-148
 DATE: MARCH 2024



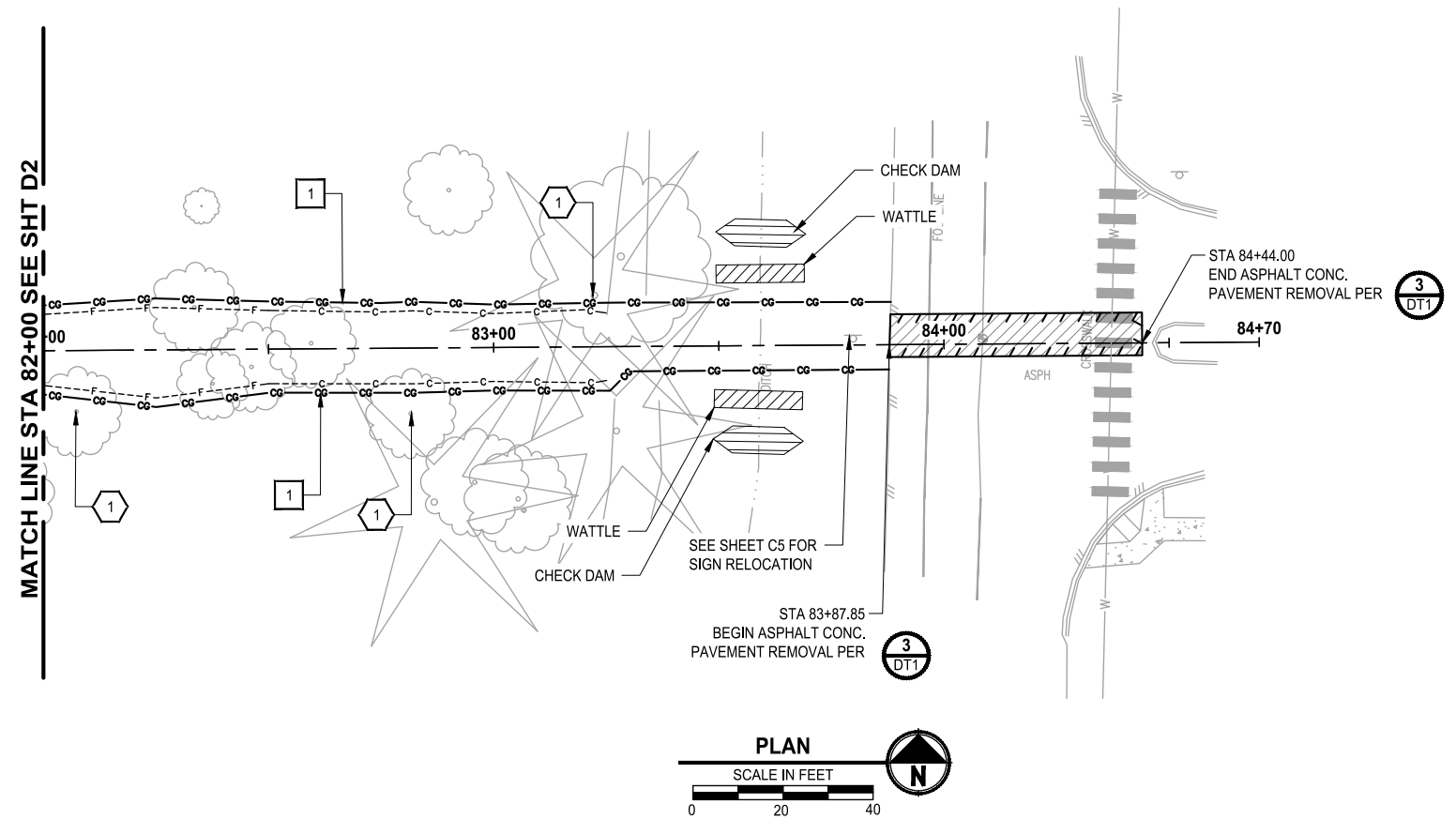
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS**
 TULALIP WASHINGTON

**TESC/DEMO SHEETS
 STA 72+50 TO STA 82+00**

DRAWING NO.
 5 OF 15
D2

LAYOUT: D3 PATH: U:\PSC\Projects\Clients\1598-TulalipTribe\216-1598-148-19thAve WaterDistribution_Phase1\19thAve WaterDistribution_CADD\DWG\19thAve WaterDistribution_Phase1\



- TESC GENERAL NOTES:**
1. THE MEASURES SHOWN ON THESE PLANS ARE THE MIN THAT ARE REQUIRED FOR THE ANTICIPATED SITE CONDITIONS. THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES TO MEET TURBIDITY REQUIREMENTS, OR AS DIRECTED BY THE ENGINEER.
 2. REMOVE ALL TREES AND VEGETATION WITHIN CLEARING AND GRUBBING LIMITS UNLESS NOTED.

- TESC KEY NOTES:**
- 1 SILT FENCE PER WSDOT STD PLAN I-30.15-02, SEE SHT DT3.
 - 2 STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN I-80.10-02, SEE SHT DT3.

- DEMO KEY NOTES:**
- 1 PROTECT EXISTING TREE IN PLACE

- LEGEND:**
- ASPHALT CONC. PAVEMENT REMOVAL
 - STABILIZED CONSTRUCTION ENTRANCE
 - SILT FENCE
 - SAWCUT
 - CLEARING AND GRUBBING & SILT FENCE
 - CUT LINE
 - FILL LINE



REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
 FILE NAME: PSI1598148-PHASE1-DEMO-ESC
 JOB No.: 216-1598-148
 DATE: MARCH 2024



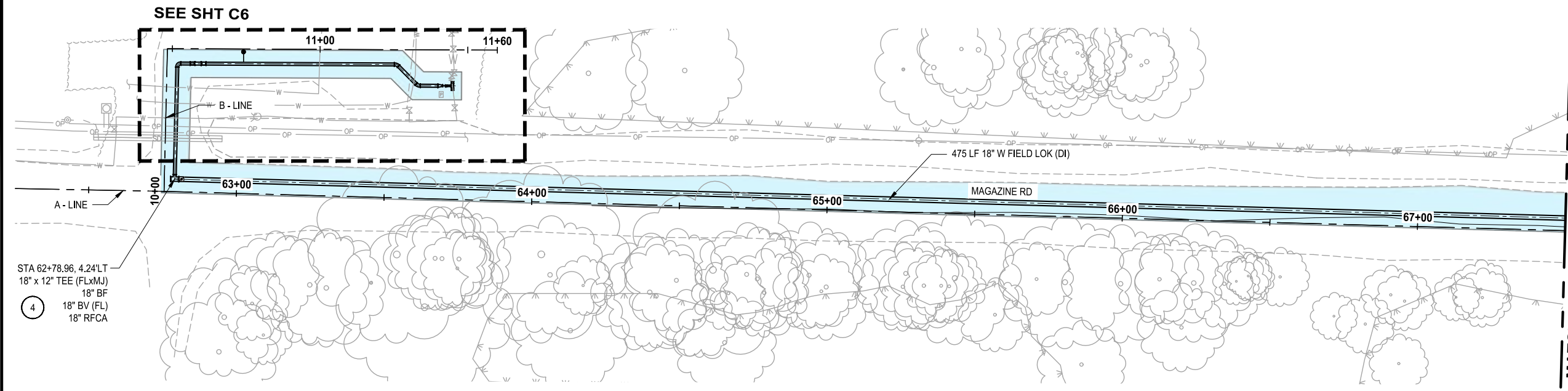
Parametrix
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 Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1 WATER DISTRIBUTION IMPROVEMENTS
 TULALIP WASHINGTON

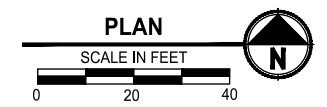
TESC/DEMO SHEETS STA 82+00 TO END

DRAWING NO.
 6 OF 15
D3

LAYOUT: C1 PATH: U:\PSC\Projects\Clients\1598-Tulalip\Trees\1598-148-19thAve-WaterDistribution-Phase1\ PLOTTED BY: Sualfimi DATE: Tuesday, March 19, 2024 2:30:00 PM



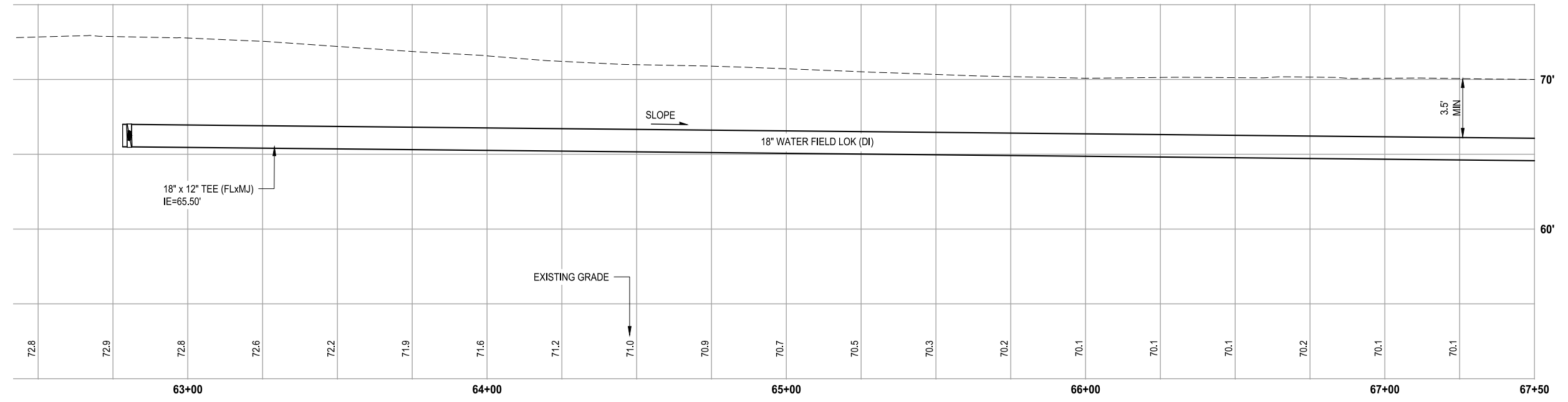
STA 62+78.96, 4.24'LT
 18" x 12" TEE (FLxMJ)
 18" BF
 18" BV (FL)
 18" RFCA



- WATER GENERAL NOTES:**
1. MAINTAIN A MINIMUM 3.5' AND MAXIMUM 5.0' COVER OVER WATER MAIN (TYP) OR AS SHOWN IN THE PROFILE.
 2. ALL WATER MAIN PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 3. 18" AND 12" DUCTILE IRON WATER MAIN CLASS 52
 4. WETLAND. BEST AVAILABLE INFORMATION HAS BEEN SHOWN FOR WETLAND BOUNDARIES. CONTRACTOR SHALL NOT IMPACT EXISTING WETLAND EXCEPT WHERE SHOWN ON PLANS. ANY DAMAGE TO WETLANDS SHALL BE REMEDIATED BY THE CONTRACTOR AT THEIR COST.
 5. CONTRACTOR SHALL EXPOSE EXISTING PIPE AT CONNECTION AND VERIFY DIMENSIONS AND FITTINGS NEED PRIOR TO ORDERING PARTS.

- WATER KEY NOTES:**
1. COMBINATION AIR AND VACUUM VALVE IN ACCORDANCE W/ DETAIL **2 DT2**
 2. HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL **1 DT1**
 3. CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
 4. POT HOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

- LEGEND:**
- GRAVEL ROAD RESTORATION PER **1 DT1**
 - GRAVEL ROAD PER **2 DT1**
 - ASPHALT ROAD RESTORATION PER **3 DT1**
 - LANDSCAPING RESTORATION PER **4 DT1**
 - CHAIN LINK FENCE



PROFILE

HORIZ: 1"=20'
VERT: 1"=4'



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PS1598148-PHASE1-C
 JOB No.: 216-1598-148
 DATE: MARCH 2024



3/19/2024

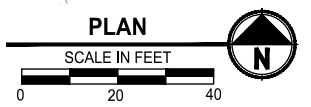
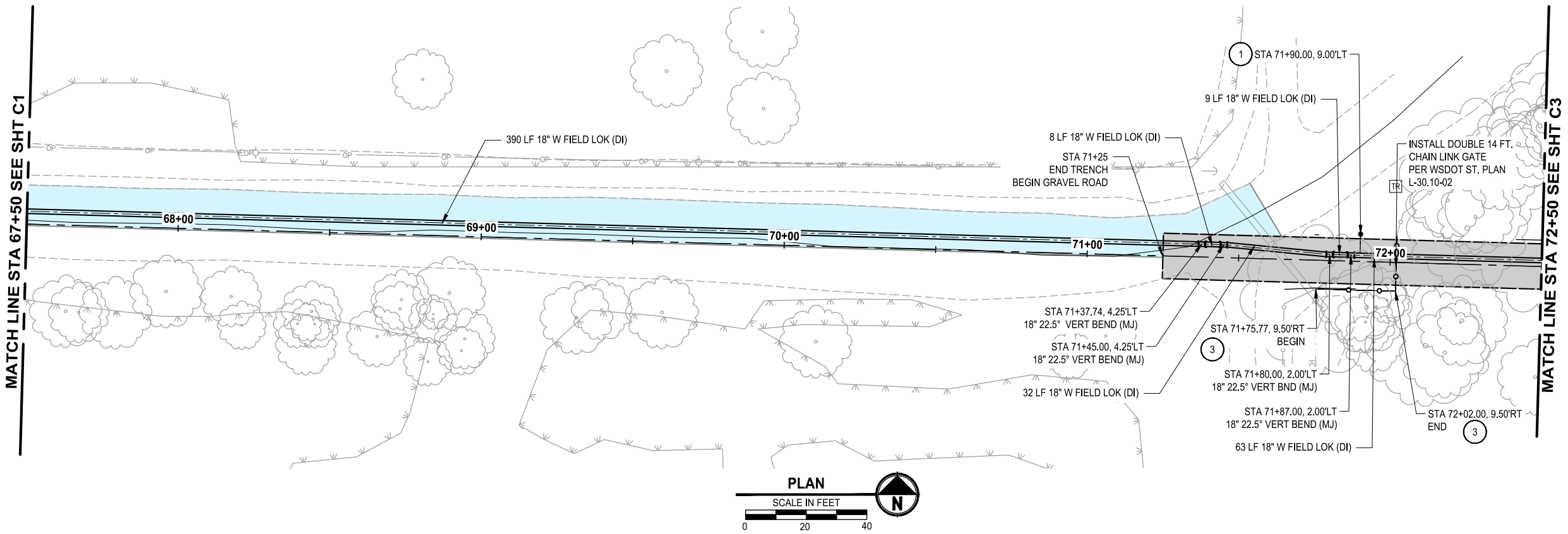
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS**
 TULALIP WASHINGTON

**ROAD AND WATER MAIN
 PLAN & PROFILE
 BEGIN TO STA 67+50**

DRAWING NO.
 7 OF 15
C1

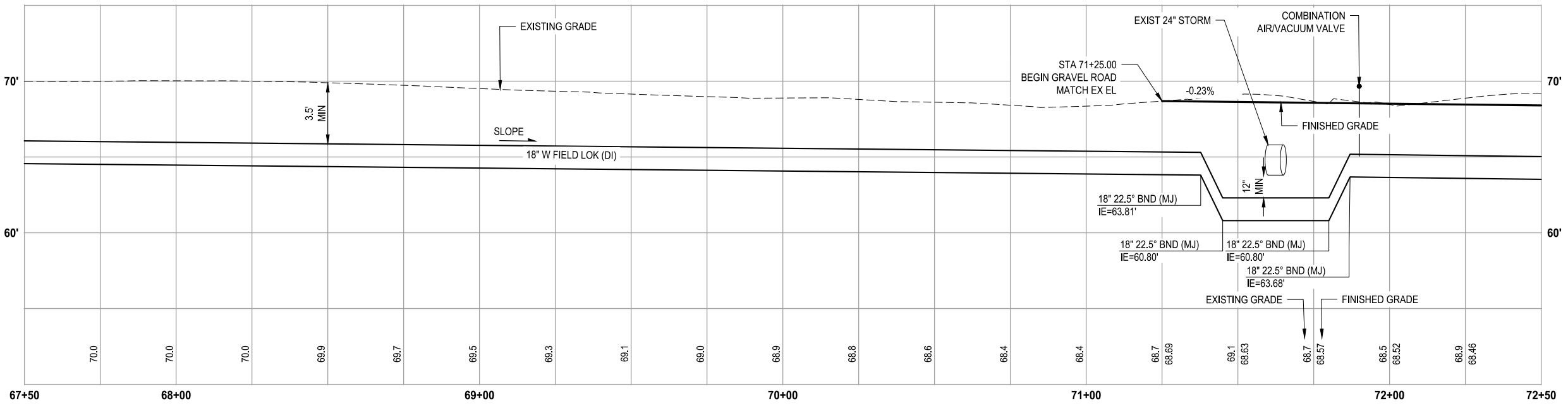
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 PLOTTED BY: SmallDm DATE: Tuesday, March 19, 2024 2:31:23 PM



- WATER GENERAL NOTES:**
1. MAINTAIN A MINIMUM 3.5' AND MAXIMUM 5.0' COVER OVER WATER MAIN (TYP) OR AS SHOWN IN THE PROFILE.
 2. ALL WATER MAIN PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 3. 18" AND 12" DUCTILE IRON WATER MAIN CLASS 52
 4. WETLAND. BEST AVAILABLE INFORMATION HAS BEEN SHOWN FOR WETLAND BOUNDARIES. CONTRACTOR SHALL NOT IMPACT EXISTING WETLAND EXCEPT WHERE SHOWN ON PLANS. ANY DAMAGE TO WETLANDS SHALL BE REMEDIATED BY THE CONTRACTOR AT THEIR COST.
 5. CONTRACTOR SHALL EXPOSE EXISTING PIPE AT CONNECTION AND VERIFY DIMENSIONS AND FITTINGS NEED PRIOR TO ORDERING PARTS.

- WATER KEY NOTES:**
- 1 COMBINATION AIR AND VACUUM VALVE IN ACCORDANCE W/ DETAIL **DT2**
 - 2 HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL **DT2**
 - 3 CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
 - 4 POTHOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

- LEGEND:**
- GRAVEL ROAD RESTORATION PER **DT1**
 - GRAVEL ROAD PER **DT1**
 - ASPHALT ROAD RESTORATION PER **DT1**
 - LANDSCAPING RESTORATION PER **DT1**
 - CHAIN LINK FENCE



PROFILE
 HORIZ: 1"=20'
 VERT: 1"=4'



Know what's below.
 Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PS1598148-PHASE1-C
 JOB No: 216-1598-148
 DATE: MARCH 2024



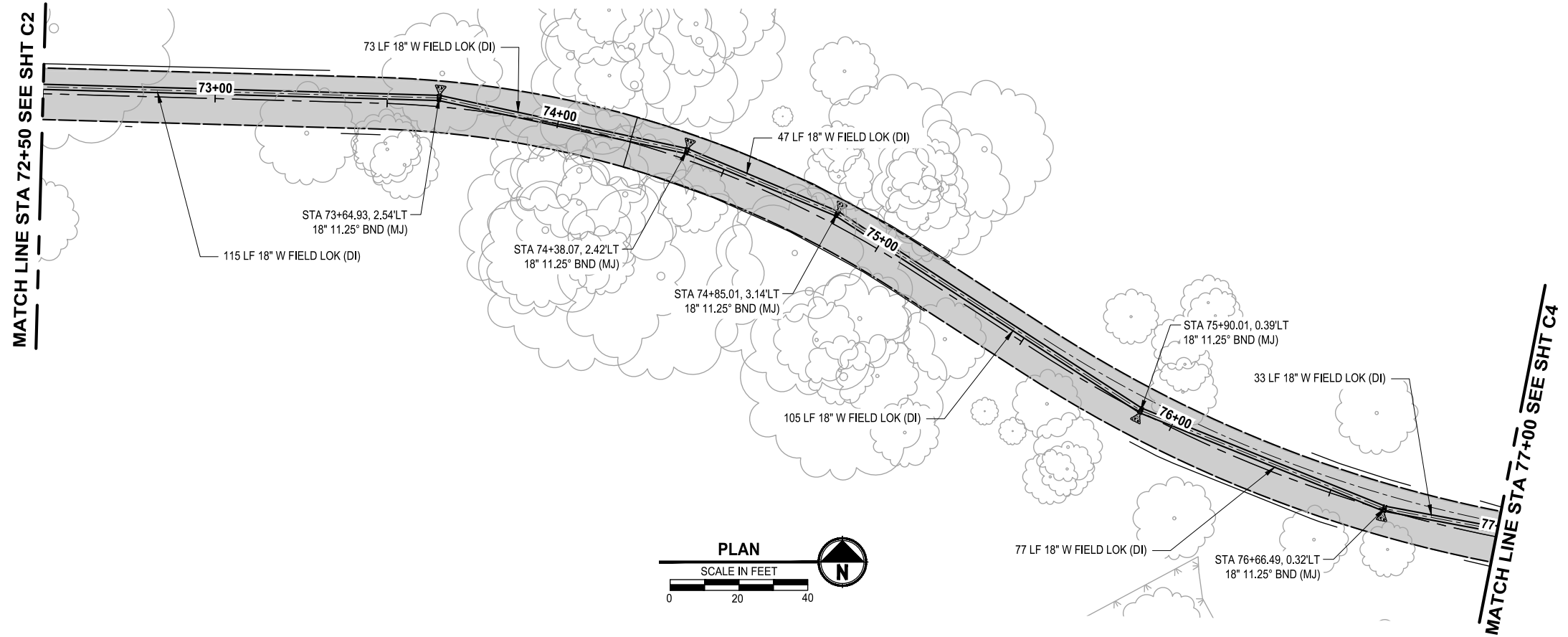
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS
 TULALIP WASHINGTON**

**ROAD AND WATER MAIN
 PLAN & PROFILE
 STA 67+50 TO STA 72+50**

DRAWING NO.
 8 OF 15
C2

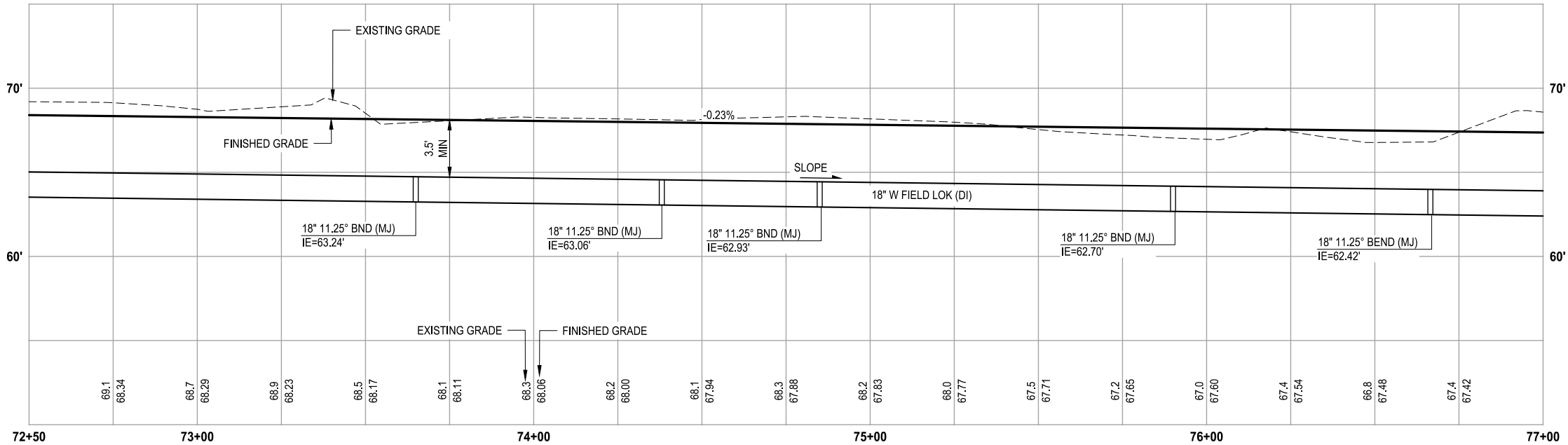
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- WATER GENERAL NOTES:**
1. MAINTAIN A MINIMUM 3.5' AND MAXIMUM 5.0' COVER OVER WATER MAIN (TYP) OR AS SHOWN IN THE PROFILE.
 2. ALL WATER MAIN PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 3. 18" AND 12" DUCTILE IRON WATER MAIN CLASS 52
 4. WETLAND. BEST AVAILABLE INFORMATION HAS BEEN SHOWN FOR WETLAND BOUNDARIES. CONTRACTOR SHALL NOT IMPACT EXISTING WETLAND EXCEPT WHERE SHOWN ON PLANS. ANY DAMAGE TO WETLANDS SHALL BE REMEDIED BY THE CONTRACTOR AT THEIR COST.
 5. CONTRACTOR SHALL EXPOSE EXISTING PIPE AT CONNECTION AND VERIFY DIMENSIONS AND FITTINGS NEED PRIOR TO ORDERING PARTS.

- WATER KEY NOTES:**
- 1 COMBINATION AIR AND VACUUM VALVE IN ACCORDANCE W/ DETAIL **2** DT2
 - 2 HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL **1** DT2
 - 3 CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
 - 4 POT HOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

- LEGEND:**
- GRAVEL ROAD RESTORATION PER **1** DT1
 - GRAVEL ROAD PER **2** DT1
 - ASPHALT ROAD RESTORATION PER **3** DT1
 - LANDSCAPING RESTORATION PER **4** DT1
 - CHAIN LINK FENCE



PROFILE
 HORIZ: 1"=20'
 VERT: 1"=4'



Know what's below.
 Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PS1598148-PHASE1-C
 JOB No.: 216-1598-148
 DATE: MARCH 2024



3/19/2024

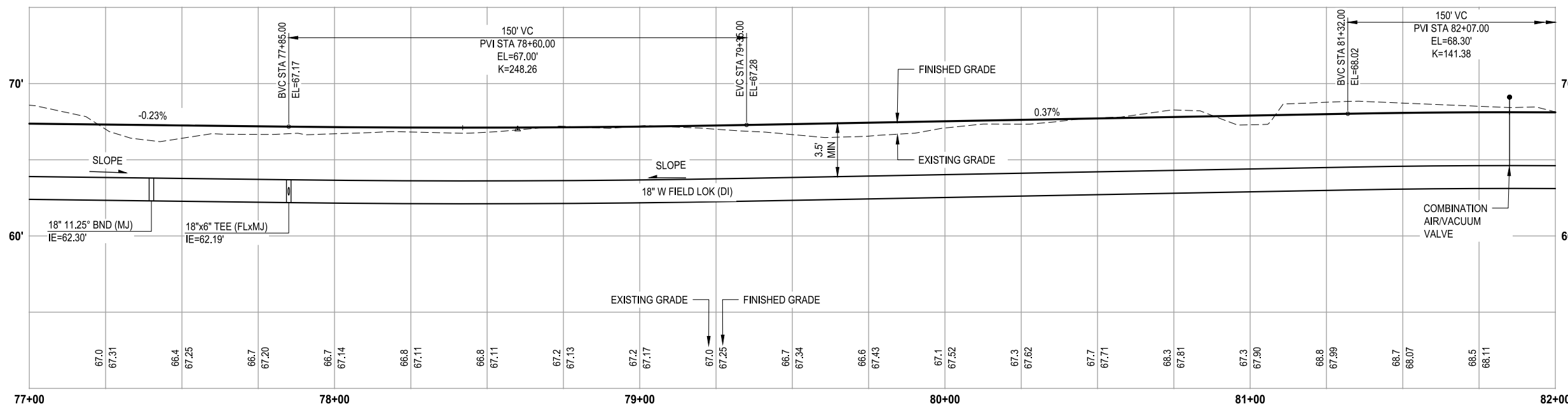
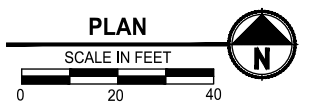
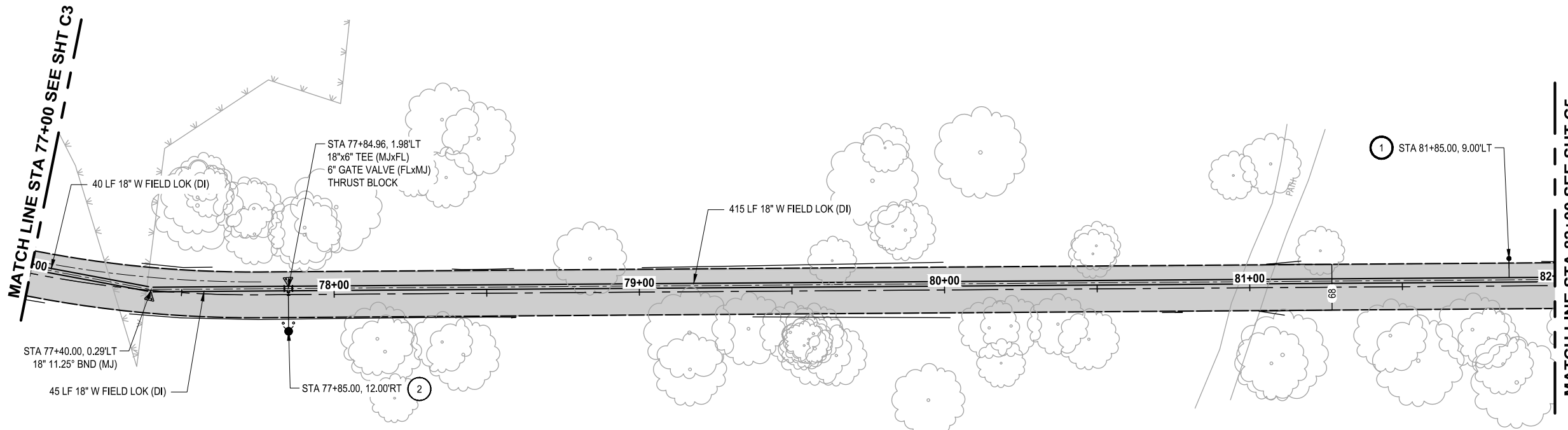
Parametrix
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 Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS**
 TULALIP WASHINGTON

**ROAD AND WATER MAIN
 PLAN & PROFILE
 STA 72+50 TO STA 77+00**

DRAWING NO.
 9 OF 15
C3

LAYOUT: C4 PATH: U:\PSO\Projects\Clients\1598-Tulalip\1598-148-19thAve-WaterDistribution-Phase1\DWG\19thAve-WaterDistribution-Phase1.dwg PLOTTED BY: Sjaalim DATE: Tuesday, March 19, 2024 2:33:01 PM



PROFILE
 HORIZ: 1"=20'
 VERT: 1"=4'

- WATER GENERAL NOTES:**
1. MAINTAIN A MINIMUM 3.5' AND MAXIMUM 5.0' COVER OVER WATER MAIN (TYP) OR AS SHOWN IN THE PROFILE.
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 3. 18" AND 12" DUCTILE IRON WATER MAIN CLASS 52
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 5. CONTRACTOR SHALL EXPOSE EXISTING PIPE AT CONNECTION AND VERIFY DIMENSIONS AND FITTINGS NEED PRIOR TO ORDERING PARTS.

- WATER KEY NOTES:**
1. COMBINATION AIR AND VACUUM VALVE IN ACCORDANCE W/ DETAIL **2** DT2
 2. HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL **1** DT2
 3. CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
 4. POT HOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

- LEGEND:**
- GRAVEL ROAD RESTORATION PER **1** DT1
 - GRAVEL ROAD PER **2** DT1
 - ASPHALT ROAD RESTORATION PER **3** DT1
 - LANDSCAPING RESTORATION PER **4** DT1
 - CHAIN LINK FENCE



REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY

FILE NAME: PS1598148-PHASE1-C

JOB No: 216-1598-148

DATE: MARCH 2024



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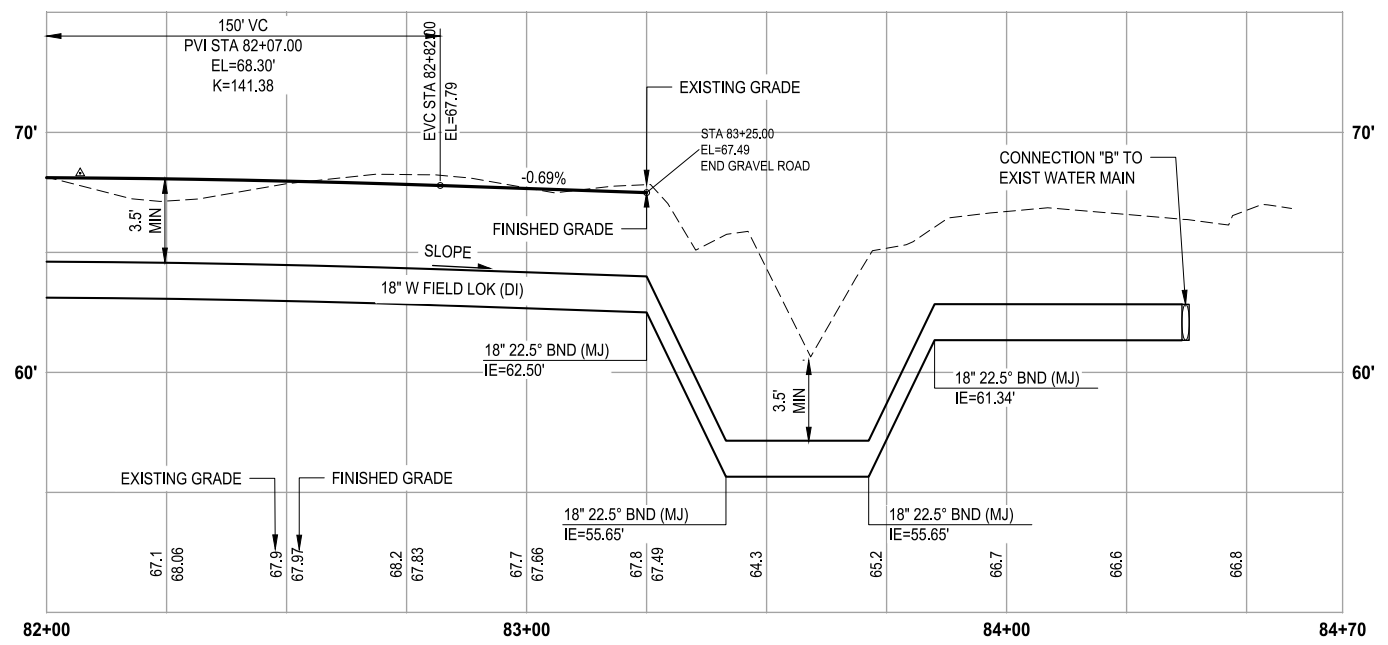
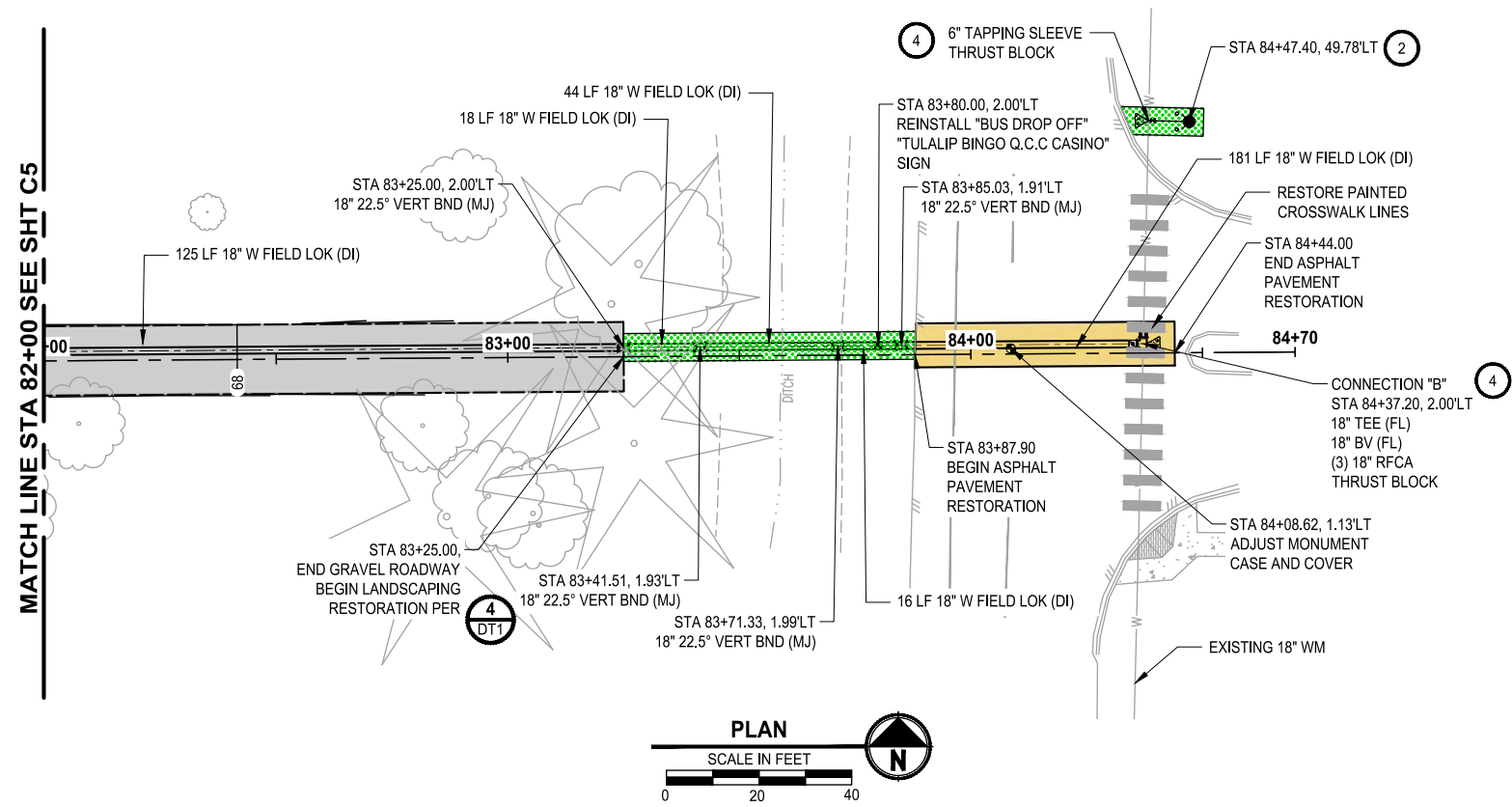
PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
 WATER DISTRIBUTION
 IMPROVEMENTS**
 TULALIP WASHINGTON

**ROAD AND WATER MAIN
 PLAN & PROFILE
 STA 77+00 TO STA 82+00**

DRAWING NO.
 10 OF 15

C4

LAYOUT: C5
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PROFILE

HORIZ: 1"=20'
VERT: 1"=4'

WATER GENERAL NOTES:

1. MAINTAIN A MINIMUM 3.5' AND MAXIMUM 5.0' COVER OVER WATER MAIN (TYP) OR AS SHOWN IN THE PROFILE.
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WATER KEY NOTES:

- 1 COMBINATION AIR AND VACUUM VALVE IN ACCORDANCE W/ DETAIL DT2
- 2 HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL DT1
- 3 CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
- 4 POTHOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

LEGEND:

- GRAVEL ROAD RESTORATION PER DT1
- GRAVEL ROAD PER DT1
- ASPHALT ROAD RESTORATION PER DT1
- LANDSCAPING RESTORATION PER DT1
- CHAIN LINK FENCE



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PSI1598148-PHASE1-C
 JOB No: 216-1598-148
 DATE: MARCH 2024



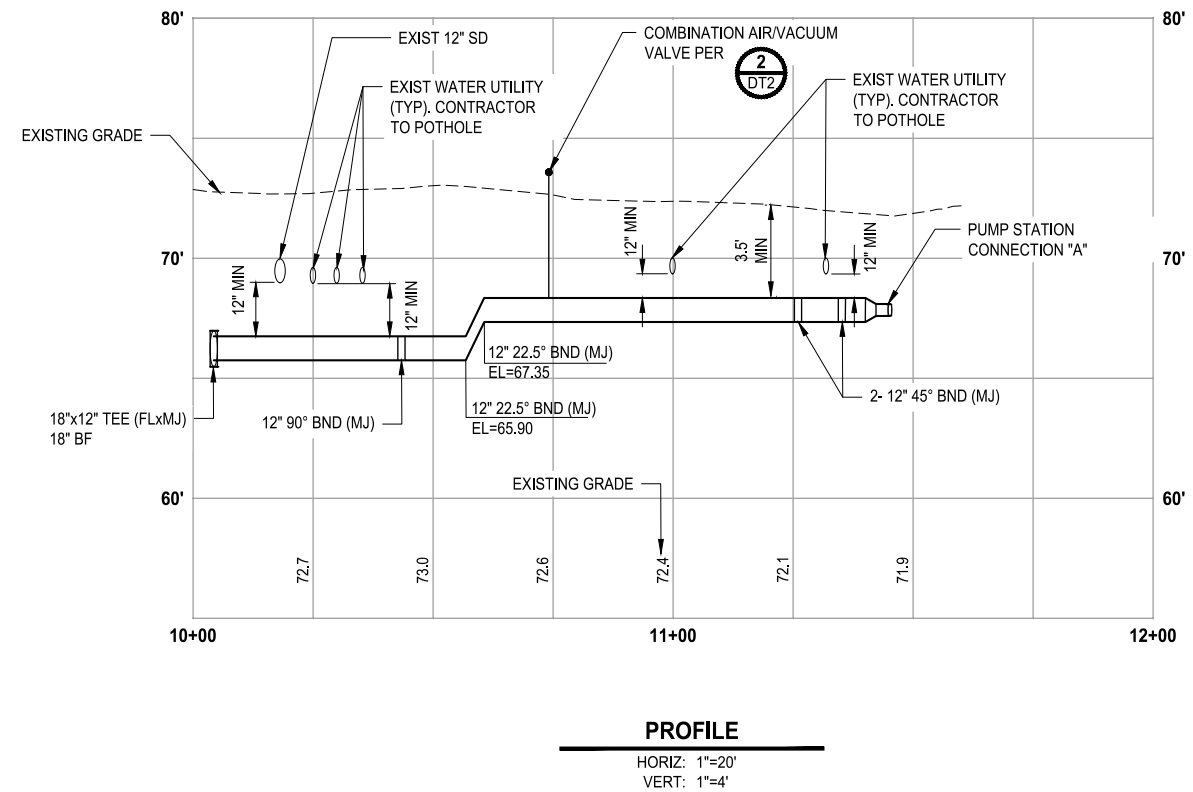
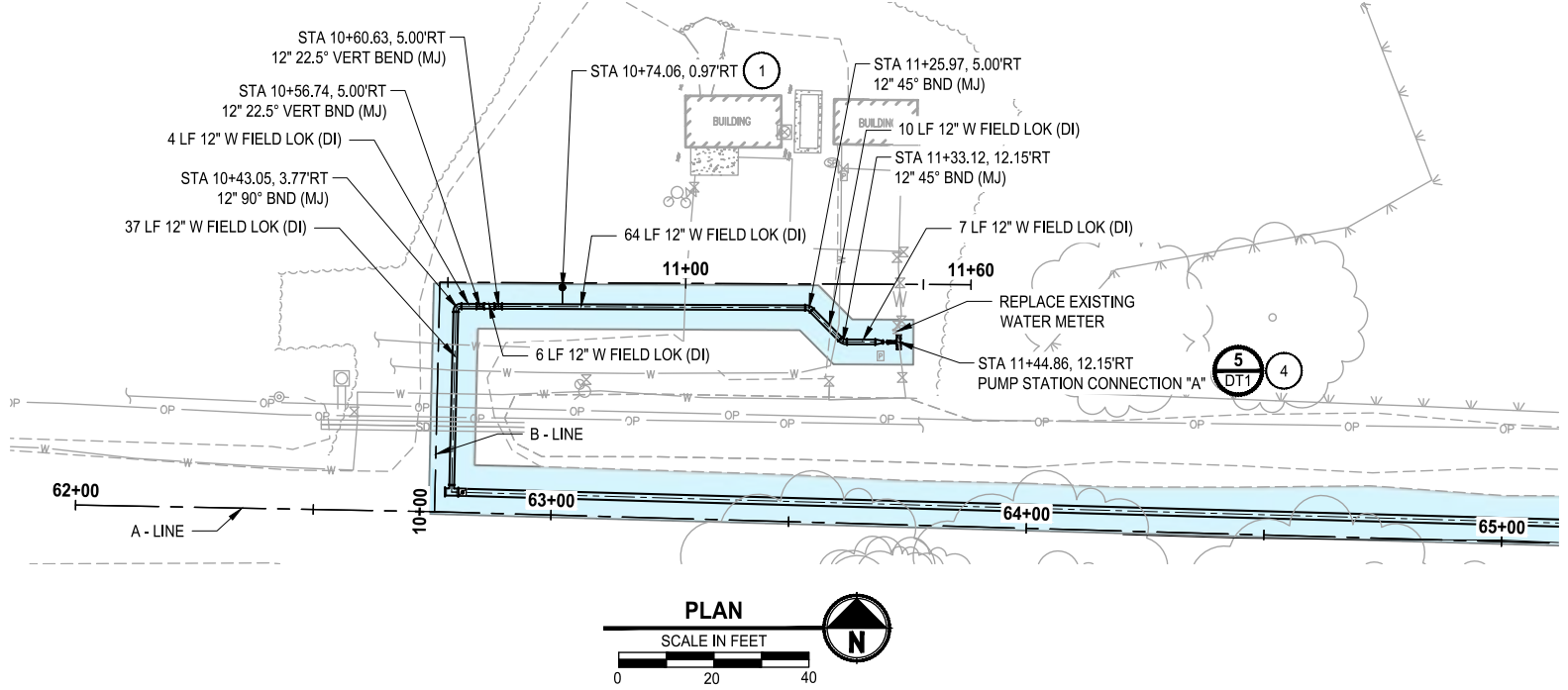
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1 WATER DISTRIBUTION IMPROVEMENTS
 TULALIP WASHINGTON

ROAD AND WATER MAIN PLAN & PROFILE
STA 82+00 TO STA 84+70

DRAWING NO.
11 OF 15
C5

LAYOUT: C6
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 - 2 HYDRANT ASSEMBLY IN ACCORDANCE W/ DETAIL DT2
 - 3 CHAIN LINK FENCE TYPE 4 PER WSDOT ST. PLAN L-20.10-03
 - 4 POT HOLE CONNECTION TO EXISTING MAIN PRIOR TO SETTING FINAL PIPE GRADE

- LEGEND:**
- GRAVEL ROAD RESTORATION PER DT1
 - GRAVEL ROAD PER DT1
 - ASPHALT ROAD RESTORATION PER DT1
 - LANDSCAPING RESTORATION PER DT1
 - CHAIN LINK FENCE



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

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 JOB No.: 216-1598-148
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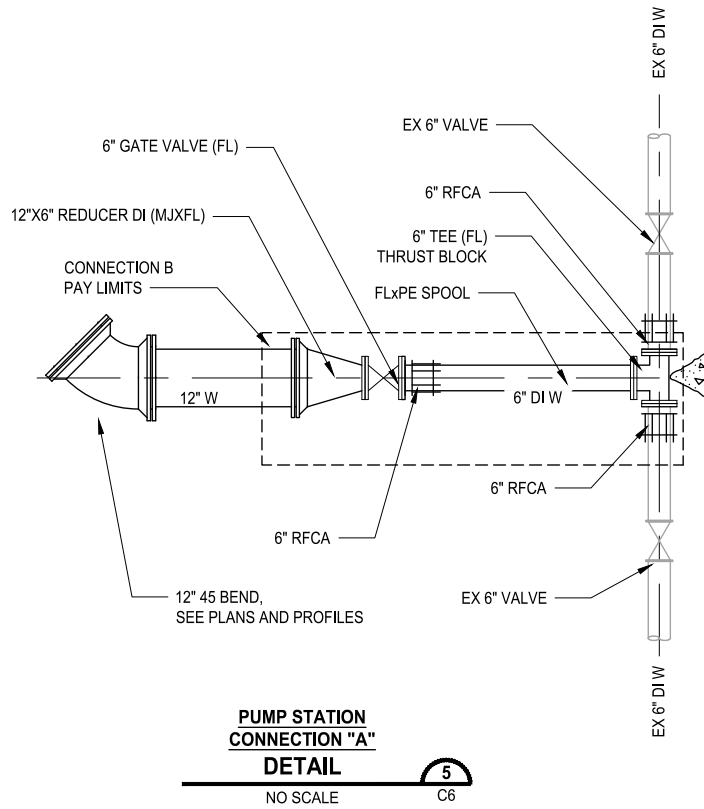
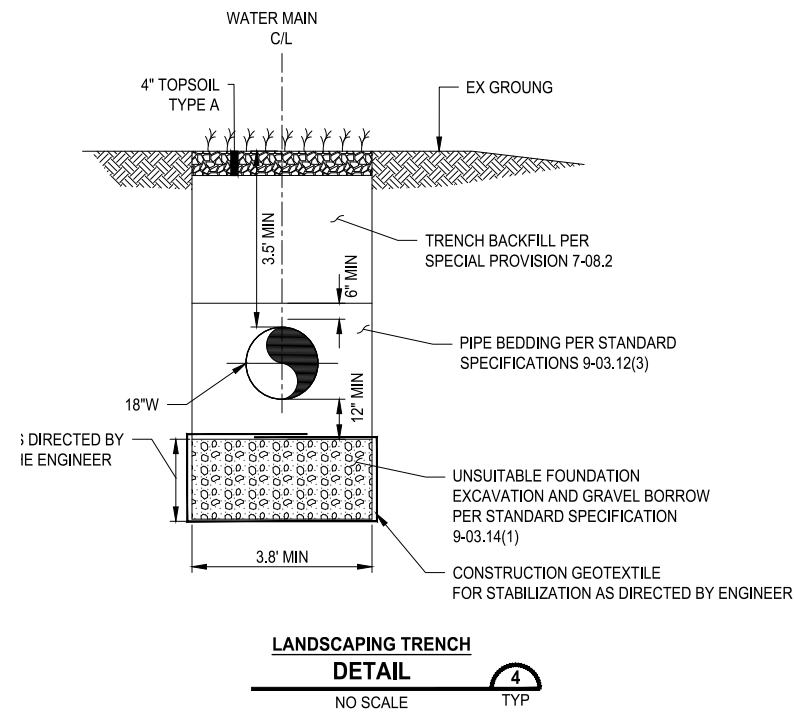
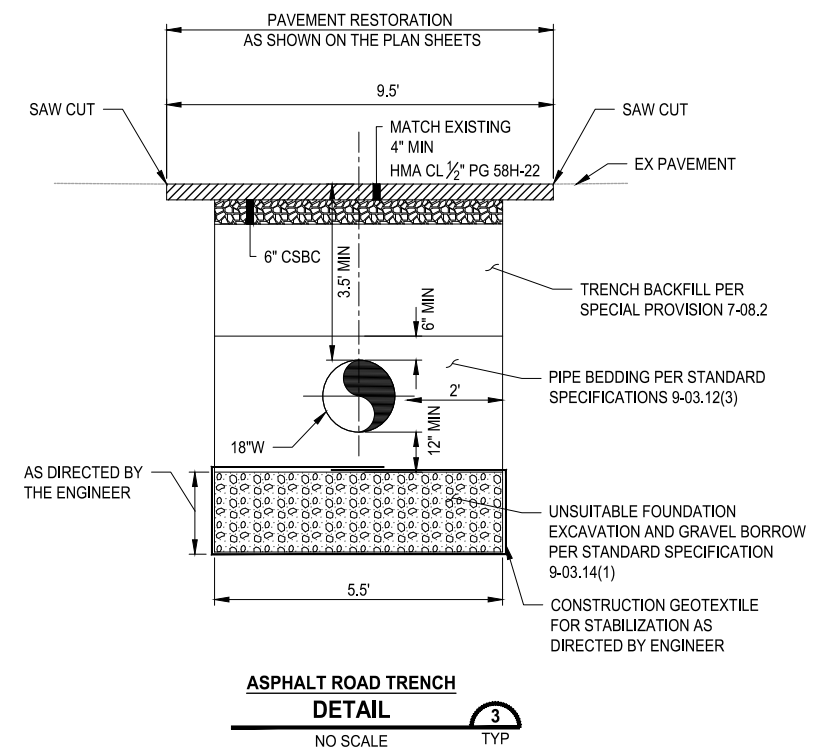
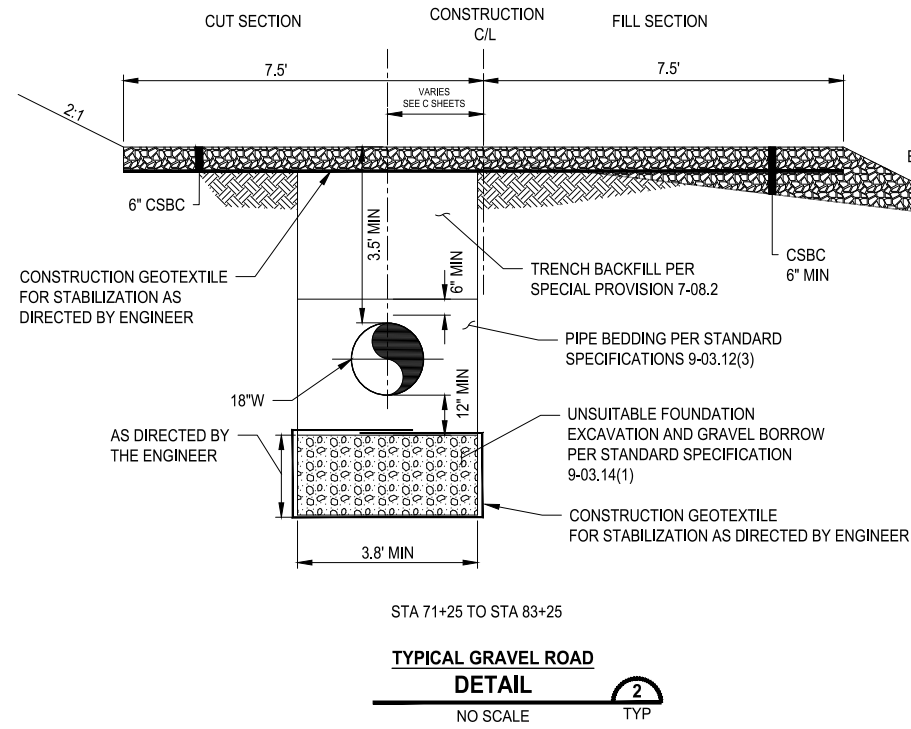
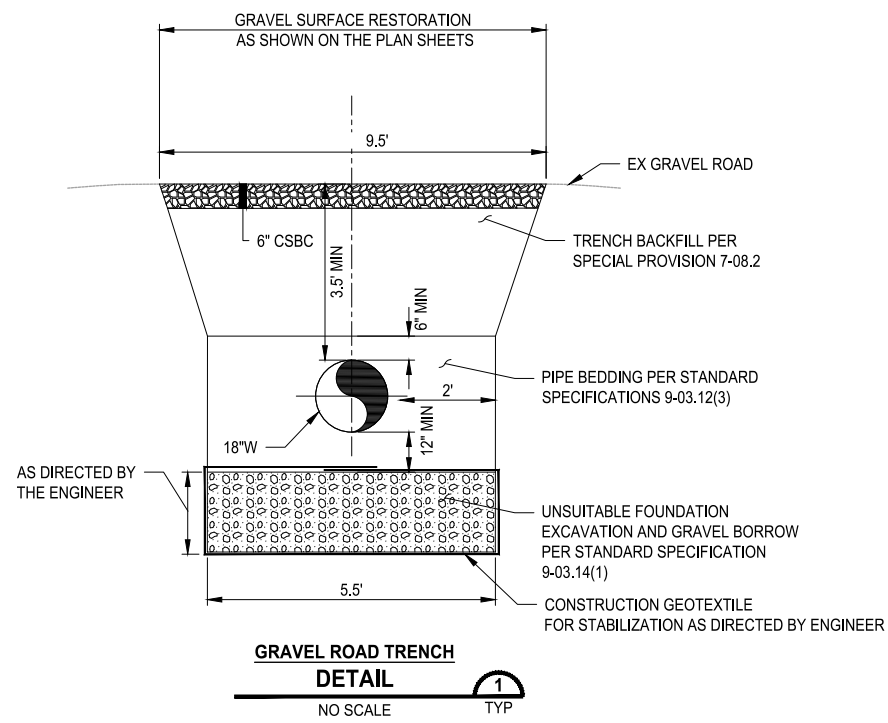
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 Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1 WATER DISTRIBUTION IMPROVEMENTS
 TULALIP WASHINGTON

ROAD AND WATER MAIN PLAN & PROFILE
STA 10+00 TO END

DRAWING NO.
 12 OF 15
C6

PATH: U:\PSO\Projects\Clients\1598-Tulalip Tribes\1598-148 19th Ave Water Distribution\99Svcs\CADD\DWG\19th Ave Water Distribution\Phase1\



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

**ONE INCH AT FULL SCALE,
IF NOT, SCALE ACCORDINGLY**
 FILE NAME
 PSI1598148-PHASE1-DT
 JOB No.
 216-1598-148
 DATE
 MARCH 2024



3/19/2024

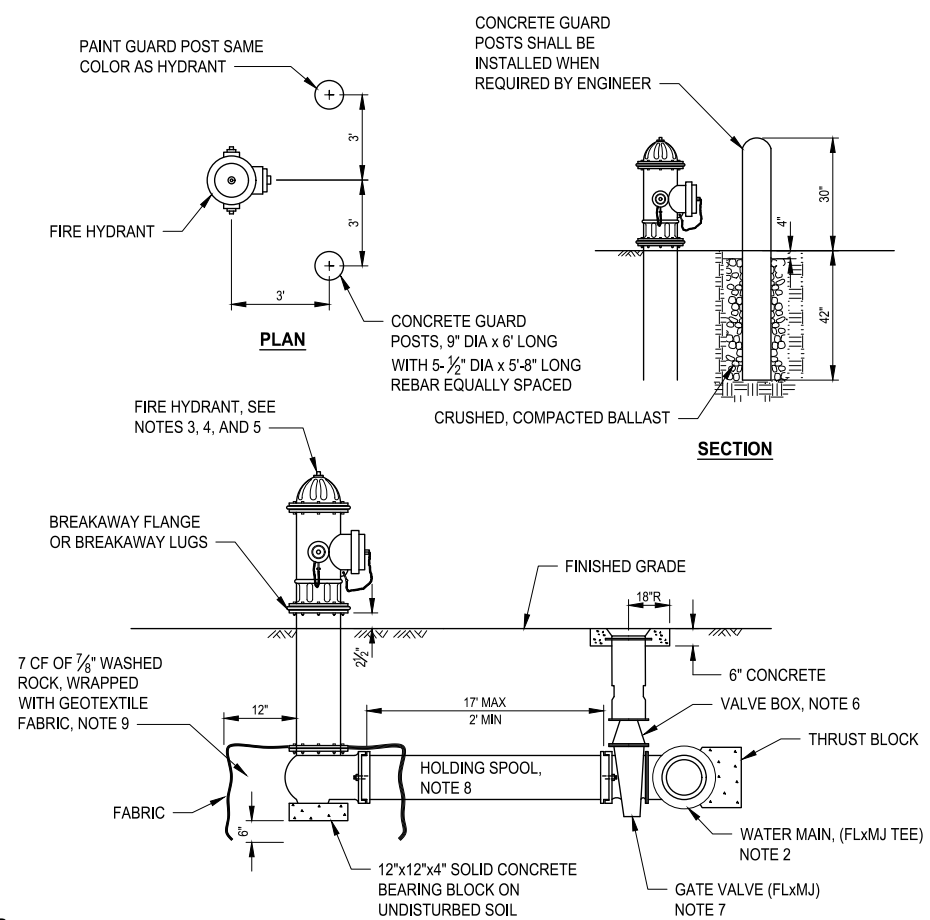
Parametrix
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
**QUIL CEDA VILLAGE 19TH AVE PHASE 1
WATER DISTRIBUTION
IMPROVEMENTS**
 TULALIP WASHINGTON

DETAILS

DRAWING NO.
 13 OF 15
DT1

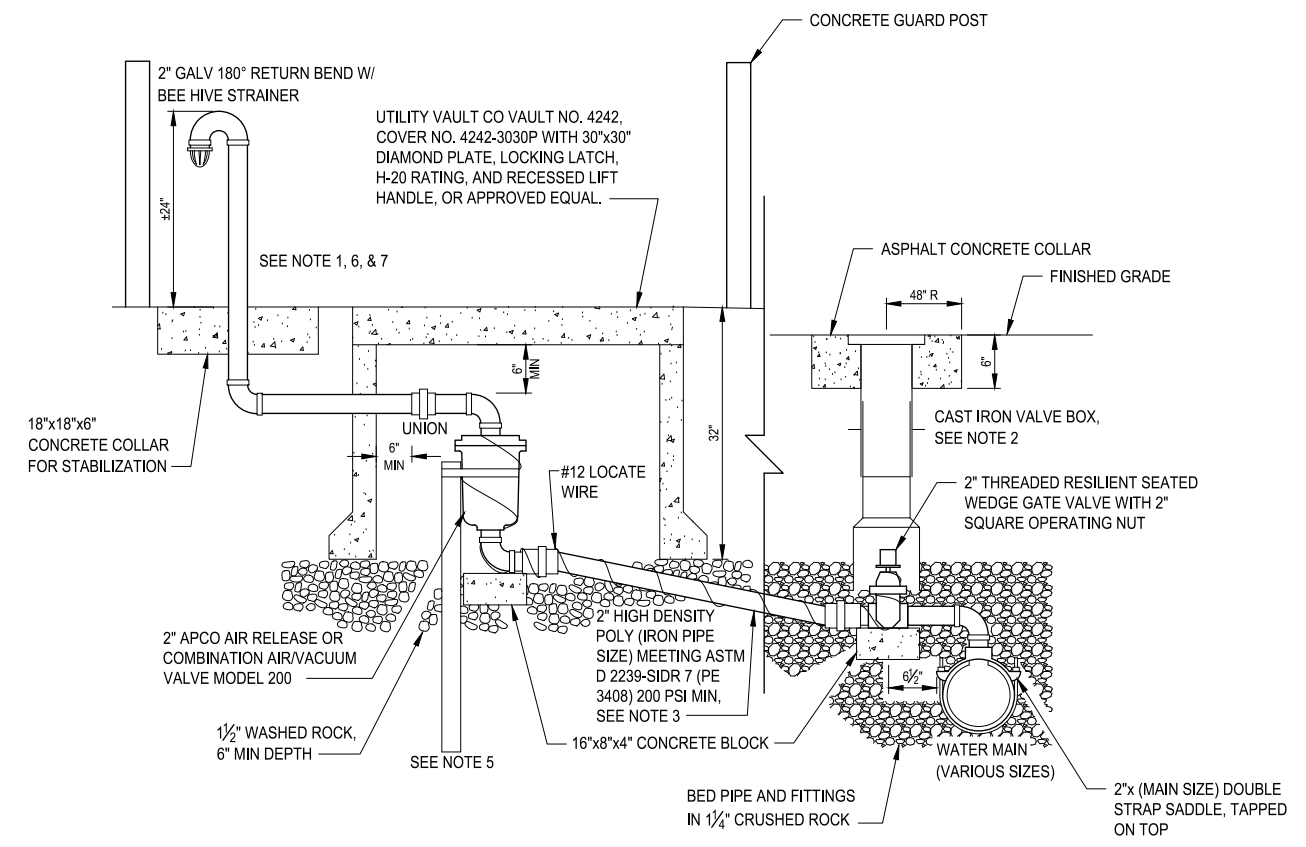
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NOTES:

1. ALL MATERIALS AND FITTINGS SHALL BE AS SPECIFIED OR APPROVED EQUAL.
2. WATER MAINS SHALL HAVE A MINIMUM COVER OF 42".
3. THE FIRE HYDRANT AND CONCRETE GUARD POSTS SHALL BE PAINTED, RUST-OLEUM SAFETY YELLOW #7543 (TWO COATS) OR AN APPROVED EQUAL.
4. FIRE HYDRANTS SHALL HAVE TWO 2 1/2" HOSE PORTS (NATIONAL STANDARD THREAD) WITH CAPS AND CHAINS AND ONE 4" PUMPER PORT (TACOMA STEAMER PORT THREAD, STEAMER PORT SHALL FACE THE STREET), 1 1/2" PENTAGONAL OPERATING NUT (COUNTER-CLOCKWISE OPENING), O-RING TYPE STUFFING BOX, AUTOMATIC BARREL DRAINS AND 5/4" MAIN VALVE OPENING. HYDRANTS SHALL BE DESIGNED IN A MANNER THAT WILL PREVENT BARREL BREAKAGE WHEN STRUCK BY A VEHICLE. HYDRANTS SHALL CONFORM TO THE LATEST REVISION OF AWWA SPECIFICATIONS NO. C 502-73 FOR FIRE HYDRANTS FOR ORDINARY WATER SERVICE. FIRE HYDRANTS SHALL INCLUDE THE ENTIRE ASSEMBLY COMPLETE, INCLUDING HYDRANT, GATE VALVE AND BOX, CONNECTING PIPING FITTINGS AND ACCESSORIES.
5. FIRE HYDRANTS SHALL BE WATEROUS PACER OR APPROVED EQUAL.
6. VALVE BOXES SHALL BE TWO-PIECE, ADJUSTABLE, CAST IRON WITH EXTENSION PIECES (IF NECESSARY), AS MANUFACTURED BY THE VANRICH #940 SEATTLE OR APPROVED EQUAL. THE WORD "WATER" SHALL BE CAST IN RELIEF IN THE TOP.
7. GATE VALVES SHALL CONFORM TO THE LATEST AWWA SPECIFICATIONS FOR COLD WATER, RESILIENT SEATED WEDGE GATE VALVES, 200 PSI WORKING PRESSURE. THEY SHALL BE IRON-BODIED BRONZE-MOUNTED, NON-RISING STEM, COUNTER-CLOCKWISE OPENING, MECHANICAL JOINT BY FLANGED. VALVE STEMS SHALL BE PROVIDED WITH O-RING SEALS AND SHALL BE AS MANUFACTURED BY THE MUELLER COMPANY OR APPROVED EQUAL.
8. THE HOLDING SPOOL SHALL BE A MECHANICAL-JOINT (MJ) HOLDING SPOOL, WITH THE USE OF CLASS 52 DUCTILE IRON PIPE OR THE USE OF MEGA-LUG CONNECTORS WITH CLASS 52 DUCTILE IRON PIPE.
9. IF DISTANCE BETWEEN WATER MAIN AND FIRE HYDRANT IS GREATER THAN 17 FEET, RESTRAINED JOINS ARE REQUIRED FOR EACH ADDITIONAL JOINT. MAXIMUM HYDRANT RUN ALLOWED IS 50 FEET.
10. THE CONTRACTOR SHALL PLACE A 6 OZ. GEOTEXTILE FABRIC AROUND THE WASHED ROCK AREA. ENDS TO OVERLAP.
11. A FLUORESCENT ORANGE BAG MUST COVER AND BE SECURED TO THE FIRE HYDRANT UNTIL APPROVED FOR USE BY QUIL CEDA VILLAGE UTILITY DEPARTMENT.

HYDRANT ASSEMBLY
DETAIL 1
 NO SCALE TYP



NOTES:

1. ALL FITTINGS FROM THE WATER MAIN TO THE BOTTOM OF THE AIR/VACUUM VALVE SHALL BE BRASS. ALL FITTINGS ABOVE THE AIR/VACUUM VALVE SHALL BE GALVANIZED STEEL. WRAP GALVANIZED PIPE BELOW GROUND WITH 3M TAPE OR EQUAL TO 1" ABOVE GROUND LEVEL.
2. VALVE BOXES SHALL BE TWO-PIECE, ADJUSTABLE, CAST IRON WITH EXTENSION PIECES (IF NECESSARY), AS MANUFACTURED BY THE VANRICH #940 SEATTLE OR APPROVED EQUAL. THE WORD "WATER" SHALL BE CAST IN RELIEF IN THE TOP.
3. 2" HIGH DENSITY POLY PIPE SHALL MAINTAIN A MINIMUM ONE-DEGREE RISE FROM THE WATER MAIN TO THE AIR/VACUUM VALVE.
4. AIR/VACUUM VALVE VAULT AND VENT RISER TO BE INSTALLED OUT OF ROADWAY. EXACT LOCATION TO BE DETERMINED BY ENGINEER.
5. TO STABILIZE AIR/VACUUM VALVE, BURY 2" GALVANIZED PIPE ALONG SIDE VALVE. SECURE WITH STAINLESS STEEL STRAP. SET TOP OF GALVANIZED PIPE 2" BELOW AIR/VACUUM FLANGE.
6. VENT RISER AND RETURN BEND SHALL BE PAINTED, RUST-OLEUM SAFETY YELLOW #7543 OR APPROVED EQUAL.

2" AIR RELEASE OR
COMBINATION AIR / VACUUM VALVE
DETAIL 2
 NO SCALE C2, C4



Know what's below.
Call before you dig.

REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

ONE INCH AT FULL SCALE,
IF NOT, SCALE ACCORDINGLY
 FILE NAME
 PSI1598148-PHASE1-DT
 JOB No.
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3/19/2024

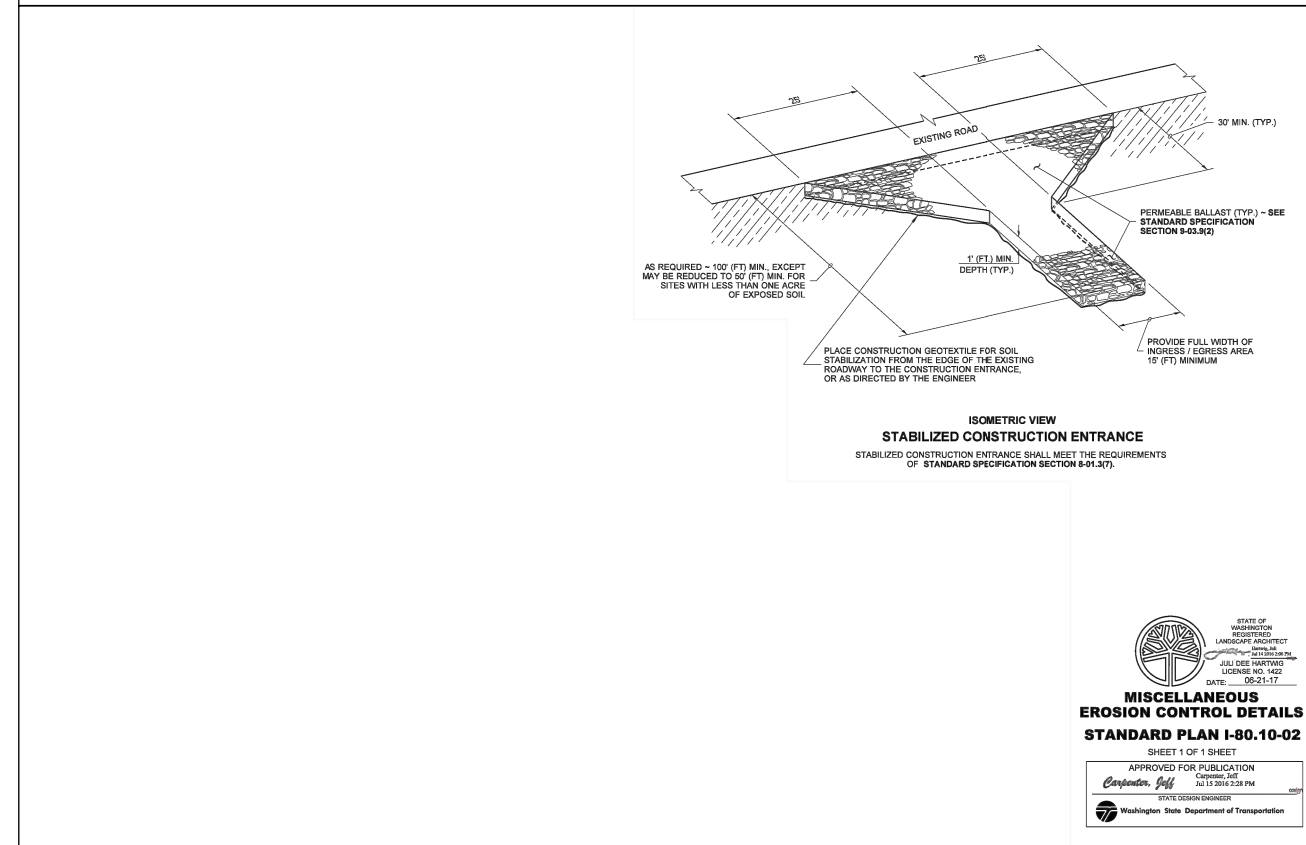
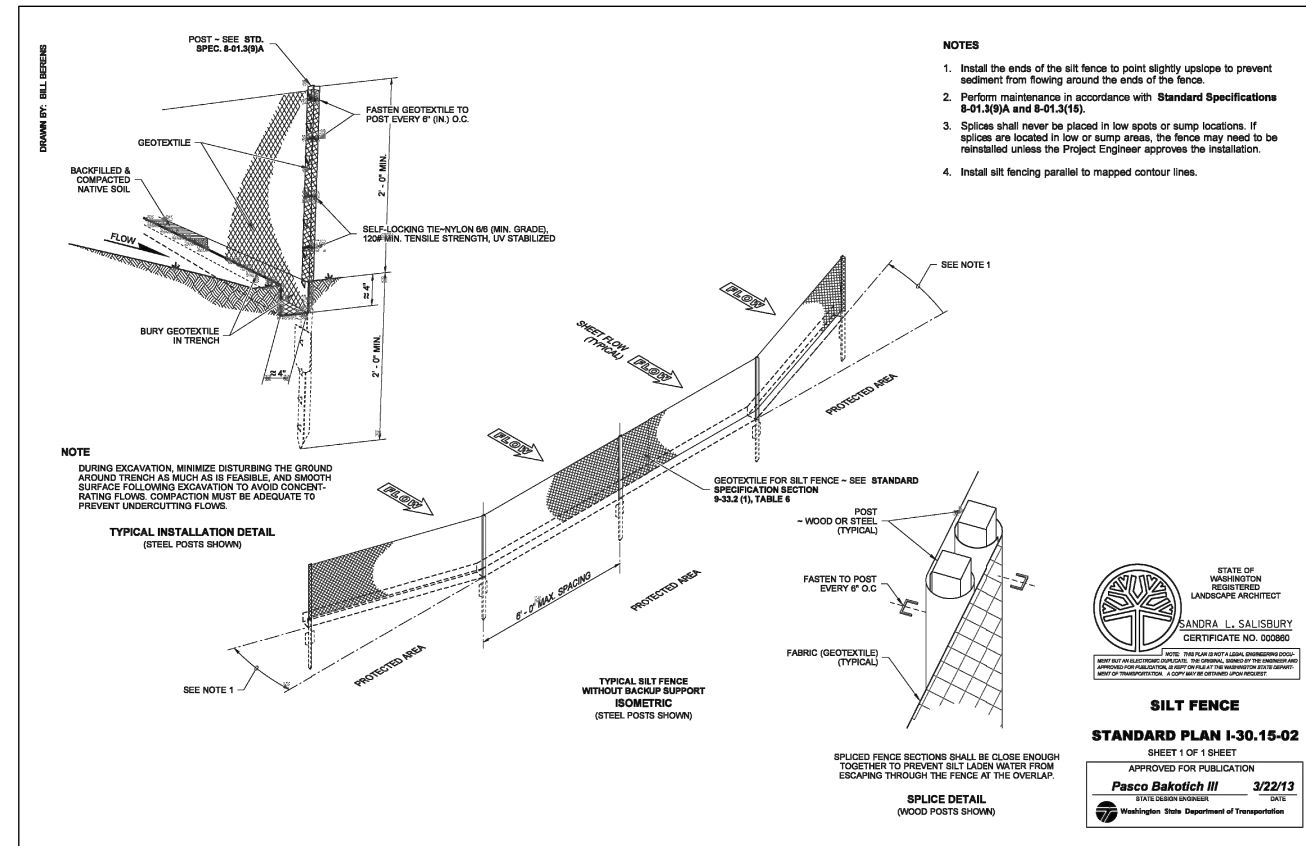
ParametriX
 1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
 Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1
WATER DISTRIBUTION
IMPROVEMENTS
 TULALIP WASHINGTON

DETAILS

DRAWING NO.
 14 OF 15
DT2

LAYOUT: D3 PATH: U:\PSC\Projects\Clients\1598-Tulalip\Drawings\19th Ave Water Distribution\Phase1\19th Ave Water Distribution\19th Ave Water Distribution\Phase1\19th Ave Water Distribution.dwg DATE: Tuesday, March 19, 2024 2:39:05 PM



REVISIONS	DATE	BY	DESIGNED
			D. SUSLIKOV
			M. HARRIS
			M. OLLIVANT
			J. WRIGHT

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DATE
MARCH 2024



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Parametrix
1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
Ph: 253.604.6600

PROJECT NAME
QUIL CEDA VILLAGE 19TH AVE PHASE 1
WATER DISTRIBUTION
IMPROVEMENTS
TULALIP WASHINGTON

DETAILS

DRAWING NO.
15 OF 15
DT3



Appendix B

Right-of-Way Permit



THE TULALIP TRIBES

Grading Permit



PERMIT NO. *GP 2023-053*

Applicant: Jack Wright
Property Owner: Tulalip Tribes/Quil Ceda Village
Location: Magazine Rd, PUD Rd and 27th Ave NE, Tulalip WA 98271
Legal Description: Section 17, Township 30N, Range 5E
Zoning: Commercial QCV (QCV-C)
Use: Use Approved by Quil Ceda Village - Utility Infrastructure
Proposal: Grade and trench for new water line extension and utility maintenance road from 27th to QCV pump station
Fee: \$300
Decision: **APPROVED WITH CONDITION**

CONDITIONS:

1. This permit is conditionally approved for grading for a new water line extension and utility maintenance road as shown on the application and approved site plan.
2. The Tulalip Tribes Planning Department shall first approve any modifications to the scope of work, site plan, and/or conditions set forth in this permit.
3. The contractor shall prior to commencing work locate all underground utilities, and clearly identify all nearby lot lines with flagging.
4. The contractor must provide as-built locations of new electrical conduit with GPS locations or contact Tulalip GIS Manager to coordinate GIS points for as-built locations. Chris Wright. ChristopherWright@tulaliptribes-nsn.gov phone: 360-716-5164
5. All contractors and sub-contractors shall have a current Tulalip Business License in order to perform work within the Tulalip Indian Reservation. Please contact Tax & Licensing, at (360) 716-4204.
6. This project shall be consistent with Tulalip Tribal Employment Rights Ordinance (TERO) requirements: Contact Robert Henderson, TERO Manager (360) 716-4751. Email: terocompliance@tulaliptribes-nsn.gov
7. For timber harvest and sale on Tulalip Tribes Trust land a Forest Harvest Permit must be obtained. Contact Nick Johnson. Tulalip Forestry Manager. Email: njohnson@tulaliptribes-nsn.gov phone: 360-716-4370

Cultural Resource Notification Requirements:

8. The Tribal Cultural Preservation Officer, Richard Young and staff, must be notified at least 48 hours in advance of any ground disturbing activity.
9. Email notification is required by the contractor and it's highly recommended that the contractor cc the project manager, applicant, and/or Planning Department on any and all email notification to Cultural Resources staff in order to verify notification compliance.

10. Cultural Resources Contacts.

Richard Young - Email: ryoung@tulaliptribes-nsn.gov Phone: 425-622-4303

Gene Enick - Email: genick@tulaliptribes-nsn.gov Phone: 360-716-2653

Cultural Resource Protection:

11. In the event any archaeological resources, human remains or funerary objects are discovered during trenching, grading and any other ground disturbing activities, all work must immediately cease.
12. If human remains are encountered, the Tulalip Police Department must be notified immediately. If it is determined that the remains are not forensic and that they are Native American, the County will enter into a consultation agreement with the Tribal Cultural Preservation Officer regarding the final disposition of the remains.
13. In the event cultural materials are found such as shell middens, fire cracked rock associated with isolated tools such as scrapers, choppers, cores, flakes, and projectile points, all work must immediately cease.

Wetland and Wetland Buffer Mitigation:

14. Steps were taken to review all alternatives for future road and utility access into the Boeing test site and this alternative was identified to have the least amount of wetland impacts. Unavoidable wetland impacts are estimated at 250 square feet and wetland buffer impacts estimated at 9,800 square feet (.22 acres).
15. All wetland buffer impacts shall be addressed through wetland buffer averaging as shown on approved wetland buffer mitigation map (Figure 4.) All wetland buffer averaging sites shall be added to the Tribes GIS mapping system and protected in perpetuity. Any future development, clearing, or disturbance of this new buffer protection area will require a 3:1 mitigation ratio or higher.
16. Wetland buffer enhancement in this area shall include under-planting with conifers as needed (e.g., plant conifers in areas with no existing conifer saplings in the understory)
17. All wetland impacts shall be addressed through the Quil Ceda Village in lieu fee mitigation program. Contact Allison Warner to determine exact fees and to coordinate payment. Email: awarner@tulaliptribes-nsn.gov phone: 360-716-5069
18. Verification that in lieu fee program fees have been paid shall be provided by the applicant/project manager to the planning Dept. to verify mitigation compliance. Contact Ben Lubbers. blubbers@tulaliptribes-nsn.gov
19. Quil Ceda Village in lieu fee program staff must follow all in lieu fee program regulations including project completion within 5 years. Please coordinate mitigation inspections and monitoring and project completion with Tulalip Planning and Natural Resources.

Natural Resource Protection:

20. During construction appropriate best management practices shall be applied:
 - Disturbance limits will be marked on site plan as well as on site with high visibility fencing or flagging. The clearing or grading activity shall not exceed these limits.

- Slopes (if present) shall be protected to prevent erosion. Best Management Practices (BMPs) to achieve this performance standard could include erosion control blankets, matting or plastic that is staked/tacked and weighted down.
 - During rain events, any stormwater that leaves the site shall be free of mud and debris, using appropriate best management practices. These BMPs could include silt fences, temporary infiltration pond, or other best management practices.
 - During dry weather, dust shall be reduced by watering down the site.
 - Paved streets shall be kept clean from dirt and mud. BMPs to achieve this performance standard could include a construction entrance, wheel wash or street sweeping. Any street drains on or adjacent to the site shall be protected with filter fabric and straw wattles.
 - Any soil/sand piles that are not being used for 24-48 hours shall be covered with plastic.
 - Any potentially hazardous materials, such as gasoline, oil, pesticides, herbicides, solvents, etc., shall be removed from the site prior to mechanical demolition activities. The hazardous materials must be removed from the site and disposed of properly according to Tulalip Tribal Code. If any hazardous material is temporarily stored on site, it must be stored in a covered area with spill containment measures and equipment.
 - All bare soil areas will be seeded or stabilized such that no erosion or sedimentation shall occur as a result of final site conditions.
21. Please contact the Planning Department at (360) 716-4214, to ensure compliance with the CONDITIONS STATED IN THIS APPROVED PERMIT.
 22. There shall be unlimited access to the site for the Planning Department for the purpose of monitoring permit conditions on site.
 23. **THIS PERMIT IS SUBJECT TO TULALIP TRIBAL CODES AND ALL THEIR PROVISIONS.**

Important Telephone Numbers

Planning Department -----	(360) 716-4214
Pacific Rim Building Codes -----	(425) 239-2472
Code Enforcement Office-----	(360)-716-4221
TERO-----	(360) 716-4747
GIS Dept -----	(360) 716-5164

Permit GP 2023-053 is hereby APPROVED:



 Gus Taylor, Executive Director
 Public Works Department

2-29-24
 Date

**UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Indian Affairs
 TIMBER HARVEST PERMIT**

Permit Name & Number: Waterline, F123P24004
 Indian Reservation: Tulalip
 Permit Type: Indian Free Use Indian Paid Non-Indian Paid

Authority: This permit is authorized by the National Indian Forest Resources Management Act of November 28, 1990 (25 U.S.C. 3101 et seq.), and in accordance with the regulations of 25 CFR § 163.

Permittee Name and Address: Quil Ceda Village
8802 27th Avenue NE, Quil Ceda Village, WA 98271

Permission is hereby granted to the Permittee to cut and remove designated timber, on or before 12/31/24 from the following tract(s) and as shown on the attached Exhibit A map.

Permit Area Description:

Click or tap here to enter text.

Tribal/Allotted/Other	Title Tract Number	Township	Range	Section	Sale Area Acres	Harvest Block Acres
Tribal	T502	30N	5E	17	0.33	0.36
Total					0.33	0.36

Designated Timber

Click or tap here to enter text.

Estimated volume and value of timber consists of species, product, volume, and rates as follows:

Species	Product	Unit of Measure	Estimated Volume	Rate per Unit	Estimated Value
Black cottonwood	Pulp logs	Tons	40	\$0.00	\$0.00
Red alder	Pulp logs	Tons	20	\$0.00	\$0.00
Totals			60		\$0.00


The volumes above are estimates only and are not guaranteed.

Payment for timber must be made as follows:

Removing this 0.33 acre of predominantly 20-year-old hardwoods would cost more than the market value of the wood. The permit therefore, should be a free-use permit. The permit is needed to cut a 12-foot-wide, 0.23 mile long ROW for a water pipeline to support future development in Quil Ceda Village.

Permittee agrees to comply with the conditions and provisions of this permit by signing below.

Permittee Signature & Date

 1-8-24 Terence Gobin

Seller Signature & Date

Seller Name & Title

Misty Napeahi, Vice-Chairwoman, Tulalip Tribes BOD

Approving Officer Signature & Date

Approving Officer Name & Title

Activity	Start Date	End Date	Location	Permit Number	Remarks

Activity	Start Date	End Date	Location	Permit Number	Remarks

Standard Provisions

1. DEFINITIONS

- 1.1 **Approving Officer (AO)** - the Line Officer who approves the permit or an authorized representative.
- 1.2 **Officer in Charge (OIC)** - the Forest Officer of the highest rank assigned by the AO to oversee the day-to-day operations of forest product harvests, or their designated representative.
- 1.3 **Operations** - all activities and use of equipment by the Permittee in the execution of the permit.
- 1.4 **Permittee** - the purchaser of forest products under the permit and any successor(s) in interest.

2. OPERATIONS

- 2.1 The Permittee must have this permit in possession when operating on, or hauling products from, the permit area.
- 2.2 Trees not designated for harvest must be protected from damage. Unnecessary damage by the Permittee will be assessed by the OIC and paid for by the Permittee at double the permit stumpage rates.
- 2.3 Stumps must be cut as low as practical to avoid waste. The height of any stump must not exceed one-half its diameter, unless authorized by the OIC.
- 2.4 The slash resulting from operations, including limbs, tops, damaged sub-merchantable trees, and other material must be treated as directed by the OIC. The slash must be cut into smaller pieces, scattered, or piled compactly away from the residual trees in the permit area, or a combination thereof. Roads, road rights-of-way, and landings must be kept clear of slash.

3. SCALING AND MOVEMENT OF PRODUCTS

- 3.1 For estimated volume permits, logs or other products must be decked, stacked, or otherwise held at scaling points designated by the OIC. Products must not be moved until they have been scaled and released by the OIC. Products that are moved contrary to the instructions of the OIC are paid for by the Permittee at double the permit stumpage rates.
- 3.2 For estimated volume permits, waste from high stumps, improper bucking, breakage, and partially sound logs, and all trees which are left felled, lodged, or badly damaged by the operations are scaled for their merchantable contents (as if they had not been damaged). This material will be paid for by the Permittee at double the permit stumpage rates or as designated by local policy.

4. FIRE OPERATIONS

- 4.1 The Permittee must take all reasonable and practicable action to prevent fires resulting from permit activity, as required by a Fire Plan or the AO. When no other fire prevention direction has been provided, the requirements are not less than that required under the laws of the state in which the permit area is located.
- 4.2 The Permittee must immediately report any wildfires to the OIC.
- 4.3 When requested by the AO, the Permittee must make available any or all qualified personnel and equipment for use in suppressing a wildfire in, or threatening, the sale area.
- 4.4 The AO may require the Permittee to suspend any or all operations during high fire danger, or when fire is within or threatening the permit area.
- 4.5 The Permittee is liable for all damages and suppression costs of fires caused by negligence on the part of the Permittee, in an amount determined by the AO.

5. ENVIRONMENTAL

- 5.1 If human remains or items of historical or archeological significance are discovered, the Permittee must immediately halt operations and inform the OIC.
- 5.2 Operations must be conducted in a manner that minimizes damage to the course, channel, and sides of all streams, riparian areas, and wetlands whenever encountered. Streams include both flowing and intermittent watercourses.
- 5.3 The Permittee must take immediate action to contain any hazardous material spills that have occurred as a result of their operations. The Permittee must notify the OIC immediately of such spills. Hazardous materials must be disposed of as directed by the OIC. Hazardous materials include, but are not limited to, petroleum products such as

fuel, oil, hydraulic fluids, contaminated soils, etc. Permittee is responsible for environmental liabilities caused by operations.

- 5.4 The OIC may suspend operations during periods of wet weather when soil damages and road rutting could occur. The OIC may direct the Permittee to take reasonable soil erosion prevention measures to retain road surfaces and prevent the gulying of roads and skid trails, or to repair damages caused by operations.
- 5.5 All equipment and trash resulting from the operations must be removed and disposed of properly.

6. OTHER PROVISIONS

- 6.1 A performance bond may be required as determined by the AO.
- 6.2 The Permittee must comply with all other laws and regulations governing the reservation within which the permit tracts are located.
- 6.3 If the Purchaser breaches terms of this permit and does not resolve the situation to the satisfaction of the AO, the AO may revoke the permit by written notice to the Purchaser and halt operations. A Revocation must address title and ownership of harvested material not removed from the permit area, equipment not removed, unresolved permit obligations, and other items determined by the AO.
- 6.4 The Permittee or Seller may submit, in writing, disputes of any action or decision made under the permit.
- 6.5 The parties to this contract may appeal, in accordance with the regulations stated in 25 CFR Part 2, any action or decision taken by the AO.

7. SPECIAL PROVISIONS

- 7.1 Deck cut trees along or at either end of ROW to be accessible for tribal members to gather for firewood.

Instructions for Completion of Timber Cutting Permit

1. Information

Complete as indicated to aid in reporting and to help monitor timber harvesting in the field.

- a. Enter the permit name and permit number (10-digit alphanumeric). This identifying number is included on each page attached to the permit.
- b. Enter the reservation name or "Public Domain" as appropriate.
- c. Check box for permit type – Indian Free Use Permit, Indian Paid Permit, or Non-Indian Paid Permit.
- d. Authority – Leave as written.
- e. Enter the permittee's name, address, and date by which designated timber must be cut and removed.
- f. Enter the permit tract or tract(s) and legal description. Reference is made to a permit map that must be attached for visual reference of the harvest area.
- g. Enter the species, products, units, and rates for estimated volume of timber. If this is a predetermined volume permit, strike the word "Estimated" from the table title and column headings.
- h. Describe how the timber is designated for harvest, including:
 - Paint and flagging color, or other descriptions or physical markings.
 - Specify the species, product, and other parameters of the designated timber.
 - Describe how the harvest boundary is identified or marked.
- i. Include utilization specifications for the designated timber.
- j. Describe requirements for payment for timber, including:
 - Performance bond,
 - free use,
 - single payment or installment payments for predetermined volume,
 - advance payments,
 - advance deposits required for estimated volume,
 - any waiver of requirements made for permits issued to Indian Forest Enterprises, and
 - where payment is to be made.

2. Signatures

Each party to the contract must sign, manually or digitally, where required with the Approving Officer or designated representative being the last to sign the contract.

Permittee

The "Signature & Date" line designated for "Permittee" must be signed and dated by the person obtaining the permit. If the Permittee is a Tribe, the authorized Tribal Representative signs. This individual or entity is responsible for all activities associated with the harvest under the permit.

Seller

If more signature lines are needed for the Seller, they are added to the form.

- If the Seller is a **Tribe** – the Name and Title of the authorized Tribal representative(s) is/are filled in and they sign in the designated locations.
- If the Seller is a **single owner allottee** – they sign and date and enter their name and title. If the single owner allottee does not wish to sign the permit, they may sign a Power of Attorney (POA) form, and the Approving Officer signs as the Seller.
- If the Seller contains **multiple allottees** – the legal representative of the allottees signs. The Approving Officer is given that right by the POA as the legal representative.
- If there is a **combination of ownership**, more lines will need to be added to allow for signatures representing all Sellers.

Approving Officer

The Secretary or designated Bureau Official, as delegated by the Secretary, approves the permit by printing their name, signing, and entering the date of signature above their Title. The permit is not in effect until signed by the Approving Officer, and the Approving Officer signature date is considered the Approval date of the permit. If approved by the BIA under a Forest Products Use Policy (FPUP) document, the resolution's number and date of BIA approval of the FPUP is entered in the space of the approval signature.

3. Standard Provisions

May only be altered using the Special Provisions. Standard Provisions that are not applicable to the permit must be documented in the Special Provisions section as "not applicable" or modified as necessary.

Section 4 is never to be indicated as "not applicable" and applies to all permits.

4. Special Provisions

Add into "7. Special Provisions" any additional provisions necessary to implement the permit. These Special Provisions must be carefully prepared to prevent contradiction with provisions preprinted on the form.

Appendix C

Geotechnical Data Report

GEOTECHNICAL REPORT TULALIP QUIL CEDA VILLAGE AC WATER MAIN REPLACEMENT Tulalip, Washington

PROJECT NO. 22-350
January 2023



Prepared for:

Parametrix

January 3, 2023
PanGEO Project No. 22-350

Mr. Jack Wright, P.E.
Parametrix
1019 39th Avenue Southeast, Suite 100
Puyallup, Washington 98374

**Subject: Geotechnical Report
Tulalip Quil Ceda Village AC Water Main Replacement
Tulalip, Washington**

Dear Mr. Wright:

PanGEO Inc. is pleased to present this report to assist the project team with the design and construction of the Tulalip Quil Ceda Village AC Water Main Replacement in Tulalip, Washington. In preparing this report, we performed a reconnaissance of the site, drilled eight borings, installed monitoring wells in four borings, conducted laboratory testing on representative soil samples, performed slug tests in the monitoring wells to evaluate soil permeabilities, and conducted our engineering analyses.

At our boring locations, we generally encountered a layer of loose, silty sand (fill) and disturbed soils to a depth of 5 to 8 feet below grade. Below the fill and disturbed soils, we encountered recessional outwash consisting of loose to medium dense, well-graded to poorly graded sand with silt to silty sand to the maximum exploration depth of 51½ feet below grade. Groundwater was generally encountered at about 5 to 7½ feet below grade.

In our opinion, the majority of the proposed water main installation can be constructed as planned using cut and cover methods. At locations where the pipe needs to extend below the creek crossings, it is planned to use trenchless installation method. It is our opinion that horizontal directional drilling is an appropriate trenchless method for this project.

Due to the shallow groundwater encountered in our borings, the anticipated excavation depth of about 3 to 5 feet for the pipe invert, temporary construction dewatering may be needed to control groundwater inflows and maintain a stable excavation base. If dewatering is needed, the system should consist of a series of small diameter well points

to lower groundwater to at least two feet below the excavation subgrade elevation. Running sand conditions should be anticipated when excavations extend below groundwater and without adequate dewatering.

Due to the anticipated presence of loose soils at the pipe invert elevation, trench subgrade stabilization consisting of overexcavation and backfill with crushed rock will be needed to provide adequate support for the water main.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Siew L. Tan", is enclosed in a thin black rectangular border.

Siew L. Tan, P.E.
Principal Geotechnical Engineer
STan@pangeoinc.com

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Figure 1 Vicinity Map
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Appendix A

Figure A-1 Terms of Symbols for Boring and Test Pit Logs
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Summary Boring Logs

Appendix B

Figures B-1 through B-6 Grain Size Distribution

Laboratory Test Results

Appendix C

Figure C-1 Boring PG-1 – Falling Head
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Figure C-3 Boring PG-3 – Falling Head
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Slug Test Analysis Results

Appendix D

Figures D-1 through D-4 Soil Sample Photos PG-2
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**GEOTECHNICAL REPORT
TULALIP QUIL CEDA VILLAGE AC WATER MAIN REPLACEMENT
TULALIP, WASHINGTON**

1.0 GENERAL

PanGEO, Inc. has completed this geotechnical report to support the design and construction of the Tulalip Quil Ceda Village AC Water Main Replacement in Tulalip, Washington. The objective of our study was to evaluate the subsurface conditions along the proposed water main alignment, including two planned trenchless creek crossings, and based on the conditions encountered, provide geotechnical engineering recommendations for the project.

Our services included a site reconnaissance, drilling eight borings, installing four monitoring wells, conducting laboratory tests on representative soil samples, performing four slug tests, and developing the conclusions and recommendations presented in this report.

2.0 SITE AND PROJECT DESCRIPTION

We understand the Tulalip Tribe plans to construct a series of water main improvements. The approximate locations of the planned improvements are shown in Figure 1, Vicinity Map.

In summary, the project will consist of replacing an existing asbestos cement (AC) water main with a new, approximately 5,800 foot long 18-inch diameter ductile iron and high density polyethylene (HDPE) water main.

The proposed water main will connect to an existing 18-inch diameter water main south of the intersection of 91st Street Northeast and 19th Avenue Northeast at the south end of the project area and extend the main north along 19th Avenue Northeast to the intersection with Magazine Road and then turn to the east along Magazine Road and terminate at the existing Aspen Booster Station. The new water main will be located within existing right of way areas and is approximately as shown on Figure 2, Site and Exploration Plan.

The project will include two trenchless creek crossings. One trenchless crossing is planned at the south end of the 19th Avenue Northeast alignment extending below Coho Creek. The second trenchless crossing is planned at the north end of the alignment at the intersection of Magazine Road and 19th Avenue Northeast, extending below an unnamed

creek. The trenchless crossings would likely extend to 30 to 40 feet below the stream channels and would be up to 1,000 feet long. The pipe used for the trenchless crossings will consist of a 22-inch diameter HDPE pipe.

The remaining sections of the alignment along 19th Avenue Northeast and Magazine Road will be constructed using cut and cover methods. The pipe invert will be 3 to 5 feet below grade.

The study area topography is relatively flat, ranging in elevation from 60 to 70 feet (NAVD88). The alignment is located along gravel roads in a heavily wooded and vegetated area.

Plates 1 through 4, below and on the next page show the surface conditions at the time of our field exploration.



Plate 1: Location of boring PG-4 along 19th Avenue Northeast.



Plate 2: Location of boring PG-5 along 19th Avenue Northeast.



Plate 3: Location of boring PG-7 along 19th Avenue Northeast.



Plate 4: One proposed trenchless crossing will extend below the unnamed creek adjacent to the intersection of 19th Avenue Northeast and Magazine Road.

The conclusions and recommendations in this report are based on our understanding of the proposed improvements, which is in turn based on the project information provided. If the above project description is incorrect, or the project information changes, we should be consulted to review the recommendations contained in this study and make modifications, if needed. In any case PanGEO should be retained to provide a review of the final design to confirm that our geotechnical recommendations have been correctly interpreted and adequately implemented in the construction documents.

3.0 SUBSURFACE EXPLORATIONS

3.1 TEST BORINGS

We drilled eight borings (PG-1 through PG-8) adjacent to 19th Avenue Northeast and Magazine Road along the alignment of the proposed water main replacement between

October 13, 2022 and October 17, 2022. The approximate test boring locations are indicated on Figure 2.

The test borings were drilled using hollow stem augers and were logged by a geologist from PanGEO. Most borings were drilled to 21½ feet below existing grade, except PG-2 and PG-7, which were drilled to 51½ feet below existing grade for the proposed trenchless crossings.

Soil samples were obtained from the borings at 2½- and 5-foot depth intervals using Standard Penetration Test (SPT) sampling methods in general accordance with ASTM D-1586, *Standard Test Method for Penetration Test and Split Barrel Sampling of Soils*, in which the samples are obtained using a 2-inch outside diameter split-spoon sampler. The sampler was driven into the soil using a rope and cathead system a distance of 18 inches using a 140-pound hammer weight falling a distance of 30 inches. The number of blows required for each 6-inch increment of sampler penetration was then recorded. The number of blows required to achieve the last 12 inches of sampler penetration is defined as the SPT N-value. The N-value provides an empirical measure of the relative density of cohesionless soil, or the relative consistency of fine-grained soils.

A geologist from PanGEO was present during the field exploration to observe the drilling, assist in sampling, and describe and document the soil samples obtained from the borings. The soils were logged in general accordance with the system summarized on Figure A-1, Terms and Symbols for Boring and Test Pit Logs. Summary boring logs are included as Figures A-2 through A-8 in Appendix A.

3.2 MONITORING WELLS

Standpipe piezometers were installed in test borings PG-1, PG-3, PG-7, and PG-8. The standpipe piezometers consisted of a 2-inch diameter, PVC well casing with a flush mounted monument. The wells were screened between four and 20 feet below grade. Details of the well construction are shown on the appropriate boring logs in Appendix A.

After installation, the monitoring wells were developed to remove sediments and foreign material left from drilling. Development of the wells was accomplished by a combination of pumping and surging with a bailer and submersible pump until the well water appeared clear.

3.3 LABORATORY TESTING

Laboratory tests were conducted on representative soil samples collected from our borings to verify or modify the field soil classification and to evaluate the general physical properties and engineering characteristics of the soil encountered. Visual field classifications were supplemented by grain size analyses on representative soil samples.

Particle size distribution and moisture content testing were performed on 26 soil samples, in accordance with ASTM D-422 *Standard Test Method for Particle-Size Analysis of Soils* and ASTM D-2216 *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. The results of the grain size determinations for the samples were used in classification of the soils and are presented in Appendix B. Moisture content test results are indicated on the boring logs.

4.0 SUBSURFACE CONDITIONS

4.1 SITE GEOLOGY

Based on review of the *Geologic Map of the Marysville Quadrangle, Snohomish County, Washington* (Minard, 1985), the project area is underlain by the Marysville Sand Member of the Vashon recessional outwash (Geologic Map Unit Qvrm). This soil unit consists mostly of well-drained, stratified to massive outwash sand, a little fine gravel, and some beds of silt and clay. These soils were deposited as meltwater flowed south from the receding glacier during the Vashon Stade of the Fraser glaciation. These soils have not been glacially consolidated and typically range from loose to medium dense.

4.2 SOIL CONDITIONS

For a detailed description of the subsurface conditions encountered at our boring locations, please refer to our boring logs provided in Appendix A. The stratigraphic contacts indicated on the logs represent the approximate depth to boundaries between soil units. Actual transitions between soil units may be more gradual or occur at different elevations. Where soil contacts were gradual or undulating, the average depth of the contact was recorded on the log. The descriptions of groundwater conditions and depths are likewise approximate.

The following is a generalized description of the subsurface conditions encountered in our borings:

Gravel Road Base: At all of our boring locations, the road was armored with varying amounts and types of gravel. The gravel varied in composition from crushed rock to quarry spalls and ranged up to 2½ feet thick. The road base contained some topsoil and organic debris.

Fill/Disturbed Soils: Fill and disturbed soils were observed below the road base in all of our borings to a depth of about 5 to 8 feet below grade. The fill generally consisted of silty sand with gravel and poorly graded fine to medium sand with silt, with the exception of Boring PG-2 where the fill consisted of sandy silt. Most of the fill was loose to soft but was occasionally medium dense. Trace organics consisting of burnt wood and rootlets were observed in the fill while at the location of boring PG-2 the fill contained peat. The fill was generally moist but was observed to be wet and moist to wet in PG-2 and PG-6, respectively.

Recessional Outwash (Qvrm): Underlying the fill, our borings encountered well-graded to poorly graded fine to medium sand with silt with trace amounts of gravel and trace pockets of silt and sand. Silty sand was encountered in PG-7 between 22 and 35 feet below grade. This unit varied from loose to medium dense.

We classified this material as recessional outwash which is mapped as underlying this area. All of our borings were terminated in recessional outwash.

Heave was encountered in PG-1, PG-3, PG-4, and PG-7 between about 18 and 20 feet below grade at the time of exploration.

Our subsurface descriptions are based on the conditions encountered at the time of our exploration. Soil conditions between our exploration locations may vary from those encountered. The nature and extent of variations between our exploratory locations may not become evident until construction. If variations do appear, PanGEO should be requested to reevaluate the recommendations in this report and to modify or verify them in writing prior to proceeding with earthwork and construction.

4.3 GROUNDWATER

4.3.1 Groundwater Levels

Groundwater was encountered in all of our test borings, generally at about 5 to 7 feet below grade at the time of drilling. Groundwater levels in the standpipe piezometers installed in Borings PG-1, PG-3, PG-7 and PG-8 stabilized after well development at 4.7 to 6½ feet below grade.

The designer and contractors should be aware that groundwater levels are not static. There will be fluctuations in the groundwater elevation depending on seasonal fluctuations in precipitation. Typically, groundwater levels and seepage rates are high in the wetter months (October through May).

4.3.2 Slug Testing

To evaluate the hydraulic conductivity of the site soils, slug testing was performed in the standpipe piezometers installed in Borings PG-1, PG-3, PG-7, and PG-8 on October 17 and October 20, 2022. The results may be used by the contractor to design their dewatering system.

A slug test involves inducing a sudden change in the water level (hydraulic head) within a well by inserting (falling head) and then removing (rising head) a slug with a known volume and then measuring the response of the water level in the well.

The slug testing consisted of the following process:

- A data logging pressure transducer was suspended in the well at approximately 10 feet below the starting water level and set to record water levels at 1.0 second intervals for the duration of the test.
- The starting water level was recorded before the slug was inserted using a water level meter recorded to calibrate the transducer and to act as a well recovery benchmark.
- An instantaneous raising and lowering of the hydraulic head (water level) was induced by placing and removing a solid, weighted slug into the well. The solid slug consisted of a PVC rod of known volume.
- The water level was periodically measured manually using a water level meter to assess recovery. Once the well recovered to at least 90 percent of the original water level the test was completed.

- Where practical, the tests were repeated by removing or re-inserting the slug.
- After the testing was completed, the data logging pressure transducers were removed, and the data downloaded and processed.

Data obtained through the slug tests was analyzed using the AQTESOLV Version 4.5 commercial software package which is an industry standard program widely used in the groundwater consulting industry. Hydraulic conductivities were calculated from the slug test data for PG-1, PG-3, PG-7, and PG-8 using the Bouwer-Rice method and are reported in Table 1 below. Hydraulic conductivity is reported in centimeters per second (cm/sec) and is a measurement of how easily water can move through the pore spaces in the soil.

In summary, the test results indicate relatively uniform permeabilities. The results indicate that the site soils are quite permeable.

TABLE 1: Calculated Hydraulic Conductivities from Slug Tests

Location	Testing Interval [feet below grade]	Soil	Hydraulic Conductivity		
			Falling Head [cm/sec]	Rising Head [cm/sec]	Average [cm/sec]
PG-1	8 - 11	Poorly graded SAND with silt	4.1×10^{-3}	1.9×10^{-3}	3.0×10^{-3}
PG-3	5 - 8	Poorly graded SAND with silt	1.7×10^{-3}	2.1×10^{-3}	1.9×10^{-3}
PG-7	5 - 8	Poorly graded SAND	2.9×10^{-3}	2.3×10^{-3}	2.6×10^{-3}
PG-8	6 - 9	Poorly graded SAND with silt	1.7×10^{-3}	1.6×10^{-3}	1.65×10^{-3}

AQTESOLV analytical plots for each test are presented in Appendix C.

5.0 TRENCHLESS UTILITY INSTALLATION RECOMMENDATIONS

It is planned to install the water main at two creek crossings using trenchless methods. Table 2 below provides a summary of trenchless utility installation methods and their general applicability to this project.

TABLE 2: Trenchless Utility Installation Method Applicability

Trenchless Method	Diameter (inches)	Length (feet)	Launching/ Receiving/ Pit Needed
Horizontal Directional Drilling	12 – 48	40 – 1,000+	No
Auger Boring / Jack & Bore	12 – 48	40 – 300	Yes
Pipe Ramming/Jacking	12 – 168	40 – 300	Yes
Micro-Tunneling	12 – 168	40 – 1,000+	Yes

Applicability has been interpreted using the publications listed in the reference section of Gelinis (2004) and Iseley (1997).

A review of Table 2 shows that horizontal directional drilling would be applicable to the length, diameter and subsurface conditions anticipated for this project and has the advantage of not needing launching and receiving pits. The following is a discussion of horizontal directional drilling method.

5.1 HORIZONTAL DIRECTIONAL DRILLING

Horizontal directional drilling (HDD) is a trenchless construction method whereby the waterline would be installed along an arcing drill path. With HDD, a drill rig stationed on one side of the crossing would drill a small diameter pilot bore, passing below the creek alignment to an exit point on the other side of the crossing. The pilot bore would then be reamed-out in one or more passes to achieve the required diameter needed to pullback the prefabricated HDPE pipe string.

The bore is typically reamed to a diameter of 1½ to 2 times the outside diameter of the casing. Once reaming is complete, the drill pipe is connected to the HDPE pipe and the pipe pulled through the reamed-out bore. The annular space between the casing and reamed-out bore would be filled with a flowable fill, such as control density fill.

The path of the pilot hole is monitored during drilling by taking periodic readings of the inclination and azimuth of the leading edge of the drill string. These readings, in conjunction with measurements of the distance drilled since the last survey, are used to calculate the horizontal and vertical coordinates along the pilot hole relative to the initial entry point on the surface.

The primary advantage of HDD for this project is that the equipment can operate from the ground surface without the need to excavate a jacking or receiving pit that would require dewatering.

The critical element of the HDD will be maintaining an open pilot hole in the relatively uniform fine to medium grained sand which contains 3.9 to 26.5 percent fines -- see laboratory test results in Appendix B. In boring PG-7, near the proposed trenchless crossing near the intersection of Magazine Road and 19th Avenue, the fines content typically range from low teens to less than 5 percent. In Boring 2, near the Coho Creek crossing, the fines content in the upper 25 feet of the ground surface were generally less than 10 percent but ranged from 11.6 to 19 percent below 25 feet.

Soils with low fines content may be prone to sloughing. The HDD contractor will need to take into consideration the use of proper drilling slurry to maintain an open hole in the sand deposit.

5.2 DEWATERING

Groundwater was encountered in all of our borings at about 5 to 7½ feet below grade at the time of exploration. Depending on the depth of excavation, dewatering may be required.

The selection of dewatering equipment and methods should be the responsibility of the contractor provided they are in accordance with the recommendations in this report and the project specifications.

Grain size analyses were conducted on select fill and outwash deposits collected from each test boring. The results of the analyses are provided in Appendix B. The contractor may use the information from the boring logs, slug testing, and the laboratory test results to design the dewatering system.

5.3 SETTLEMENT MONITORING

Surficial settlement could occur during and after the trenchless utility installation due to excessive removal of soil. Baseline monitoring points should be established in the vicinity of the directional drilling alignment prior to any construction activities. As a general guideline, the monitoring points should be spaced on an approximately 10 foot by 10 foot grid and the points should extend about 20 feet perpendicular to both sides of the

casing alignment. The elevations of the monitoring points should be checked regularly by optical survey methods during casing installation.

The volume of soil removal should be continuously monitored during installation. The actual volume of the removed soils should be estimated and compared to its theoretical volume as an indication of excessive soil removal and ground loss. If appreciable loss of soil occurs during the casing installation, the voids should be grouted promptly.

6.0 UNDERGROUND UTILITY RECOMMENDATIONS

6.1 TEMPORARY EXCAVATION SLOPES

The inclination of temporary excavation slopes is dependent on many variables, including the depth of the excavation, the soil type and density, the presence of groundwater seepage, construction timing, weather conditions, and surcharge loads from adjacent structures, soil stockpiles, roads and equipment. Because of the many variables involved, the inclination of temporary excavation slopes should be evaluated during construction, as the actual soil conditions are exposed.

Temporary excavations should be performed in accordance with Part N of WAC (Washington Administrative Code) 296-155. The contractor is responsible for maintaining safe excavation slopes and/or shoring. For preliminary planning purposes, the temporary excavations may be sloped as steep as 1.5H:1V in the existing fill and native soils. During wet weather, the cut slopes may need to be flattened to reduce potential erosion.

In areas where excessive sloughing or unstable soils conditions are encountered, a shallower temporary slope inclination or shoring may be needed.

6.2 EXCAVATION SHORING

In areas where it is not feasible to use temporary slopes for excavations and where open excavations are planned near existing utilities or structures, excavation shoring should be used. The most suitable type of shoring for this application would consist of trench boxes.

Trench box shoring may be used where surcharges or sensitive structures are not located within a zone extending upward and outward from the base of the excavation at a 1H:1V

slope. This will allow for minimizing the disturbance of existing structures until the trench box is in-place.

If surcharges or structures are located within the 1H:1V zone, shoring consisting of sheet piling or soldier piles with timber lagging may be required. These conditions will need to be evaluated on a case-by-case basis.

6.3 TRENCH DEWATERING

Groundwater was encountered during drilling at 5 to 7 feet below grade. To mitigate the risk of heaving sand and unstable subgrade during construction, groundwater should generally be lowered to at least 2 feet below the bottom of excavation. We anticipate that an active dewatering system such as vacuum well points will be needed to control groundwater.

The use of sumps and pumps is likely not appropriate, because the upward gradient of groundwater flows would likely result in unstable subgrade.

In order to control seepage that collects in the trench, the bottom of the trench should be sloped to one or more shallow sump pit locations. The collected water can then be pumped from these pits to a positive and permanent discharge point. The spacing of the sumps should be determined during construction based on field observations at the time of construction.

6.4 TRENCH SUBGRADE PREPARATION

The stability of the trench subgrade may be affected by groundwater seepage, precipitation, repetitive construction traffic or other factors. The trench subgrade should be observed by an engineer to identify soft or unstable areas. Soil in loose or soft areas, if recompacted and still yielding, should either be over-excavated and replaced with structural fill to a depth that will provide a stable base beneath the pipe or manhole structure, or a layer of quarry spalls can be tamped into place within the unstable areas. The optional use of a geotextile fabric placed directly on the over-excavated surface may also help to bridge unstable areas.

6.5 PIPE BEDDING

Piping should be adequately bedded for proper load distribution. Support for utilities below the spring line should consist of a granular bedding material conforming to WSDOT specification 9-03.15 Bedding Material for Rigid Pipe (WSDOT, 2023). The bedding should be worked around the pipe haunches by hand.

If the trench backfill material contains gravel larger than three inches in diameter, the bedding material should also extend at least one foot above the pipe to protect it from damage during compaction.

The backfill above the pipe and bedding material should be carefully placed and compacted to a height of about 24 inches above the crown of the pipe before heavy compaction equipment and effort is used.

6.6 THRUST BLOCKS

Where needed, thrust blocks should be sized using an allowable passive pressure calculated using an equivalent fluid unit weight of 300 pcf, assuming the thrust blocks will be constructed against undisturbed native soil or against properly compacted structural fill.

6.7 STRUCTURAL FILL AND TRENCH BACKFILL

During dry weather, most soils that are compactable and non-organic can be used as trench backfill. The suitability of soils for use as trench backfill is dependent on the gradation and moisture content of the soil.

If the moisture content of the native soils is over optimum and the soils cannot be adequately compacted, it may be necessary to reduce the moisture content by aerating during dry weather. However, if aeration is not possible, backfill may need to be imported. During dry weather, any non-organic compactable soil with a maximum particle size of six inches can be used. Fill for use during wet weather should consist of a fairly well graded granular material having a maximum grain size of four inches and no more than 5 percent fines passing the U.S. No. 200 sieve based on the minus 3/4-inch fraction.

Alternatively, trench backfill may consist of WSDOT 9-03.14(1) Gravel Borrow (WSDOT, 2023).

Trench backfill in structural areas should be placed in 8- to 12-inch thick, loose lifts and each lift compacted to the requirements of structural fill. If density testing will be performed, the fill should be compacted to at least 95 percent maximum dry density, per ASTM D-1557 (Modified Proctor). Heavy compaction equipment should not be permitted to operate directly over utilities until a minimum of two feet of backfill has been placed.

The procedure to achieve proper density of a compacted fill depends on the size and type of compacting equipment, the number of passes, thickness of the layer being compacted, and certain soil properties. In areas where the size of the excavation restricts the use of heavy equipment, smaller equipment can be used, but the soil must be placed in thin enough layers to achieve the required relative compaction.

Generally, loosely compacted soils are a result of poor construction technique or improper moisture content. Soils with high fines contents are particularly susceptible to becoming too wet and coarse-grained materials easily become too dry, for proper compaction. Silty or clayey soils with a moisture content too high for adequate compaction should be dried as necessary, or moisture conditioned by mixing with drier materials, or other methods.

6.8 MATERIAL REUSE

The existing fill and native soil underlying the site is moisture sensitive and will become disturbed and soft when exposed to inclement weather conditions and/or groundwater seepage. The on-site soils should not be considered suitable for reuse as structural fill. If the existing soils will be used in non-structural areas, the excavated soil should be stockpiled and protected from precipitation with plastic sheeting.

6.9 PERMANENT CUT AND FILL SLOPES

Based on the anticipated soil that will be exposed in the planned excavation, we recommend permanent cut and fill slopes be constructed no steeper than 2H:1V (Horizontal:Vertical).

Cut slopes should be observed by a qualified engineer during excavation to verify that conditions are as anticipated. Supplementary recommendations can then be developed, if needed, to improve stability, including flattening of slopes or installation of surface or

subsurface drains. Permanently exposed slopes should be seeded with an appropriate species of vegetation to reduce erosion and improve stability of the surficial layer of soil.

In our experience, 2H:1V slopes may experience erosion or sloughing during the first winter season. Aggressive erosion control measures, such as covering the slopes with plastic sheeting, may be needed to prevent excessive erosion of slopes until the permanent vegetation is established.

6.10 WET WEATHER CONSTRUCTION

General recommendations relative to earthwork performed in wet weather or in wet conditions are presented below. The following procedures are best management practices recommended for use in wet weather construction:

- Earthwork should be performed in small areas to minimize subgrade exposure to wet weather. Excavation or the removal of unsuitable soil should be followed promptly by the placement and compaction of clean structural fill. The size and type of construction equipment used may have to be limited to prevent soil disturbance.
- During wet weather, the allowable fines content of the structural fill should be reduced to no more than 5 percent by weight based on the portion passing the 0.75-inch sieve. The fines should be non-plastic.
- The ground surface within the construction area should be graded to promote run-off of surface water and to prevent the ponding of water.
- Geotextile silt fences should be installed at strategic locations around the site to control erosion and the movement of soil.
- Excavation slopes and soils stockpiled on site should be covered with plastic sheeting.

6.11 SURFACE DRAINAGE AND EROSION CONSIDERATIONS

Surface runoff can be controlled during construction by careful grading practices. Typically, this includes the construction of shallow, upgrade perimeter ditches or low earthen berms in conjunction with silt fences to collect runoff and prevent water from entering excavations or to prevent runoff from the construction area from leaving the immediate work site. Temporary erosion control may require the use of hay bales to

prevent water from leaving the site and potential storm water detention to trap sand and silt before the water is discharged to a suitable outlet. All collected water should be directed under control to a positive and permanent discharge system.

Permanent control of surface water should be incorporated in the final grading design. Adequate surface gradients and drainage systems should be incorporated into the design such that surface runoff is collected and directed away from the reservoir structure to a suitable outlet. Potential problems associated with erosion may also be reduced by establishing vegetation within disturbed areas immediately following grading operations.

7.0 UNCERTAINTY AND LIMITATIONS

We have prepared this report for use by Parametrix, the Tulalip Tribe, and other project team members. Recommendations contained in this report are based on a site reconnaissance, a subsurface exploration program, review of pertinent geologic publications, and our understanding of the project. The study was performed using a mutually agreed-upon scope of work.

Variations in soil conditions may exist between the locations of the explorations and the actual conditions underlying the site. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at the site that are different from those described in this report, we should be notified immediately to review the applicability of our recommendations. Additionally, we should also be notified to review the applicability of our recommendations if there are any changes in the project scope.

Our scope of services does not include those related to construction safety precautions. Our recommendations are not intended to direct the contractors' methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design. Additionally, the scope of our services specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances or other environmental considerations.

This report may be used only by the client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both off and on-site), or other factors including advances in our understanding of applied science, may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 24 months from its issuance. PanGEO should be notified if the project

is delayed by more than 24 months from the date of this report so that we may review the applicability of our conclusions considering the time lapse.

It is the client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk. Any party other than the client who wishes to use this report shall notify PanGEO of such intended use and for permission to copy this report. Based and that an updated report be reissued. Noncompliance with any of these requirements will release PanGEO from any liability resulting from the use of this report.

Within the limitation of scope, schedule and budget, PanGEO engages in the practice of geotechnical engineering and endeavors to perform its services in accordance with generally accepted professional principles and practices at the time the Report or its contents were prepared. No warranty, express or implied, is made.

We appreciate the opportunity to be of service to you on this project. Please feel free to contact our office with any questions you have regarding our study, this report, or any geotechnical engineering related project issues.

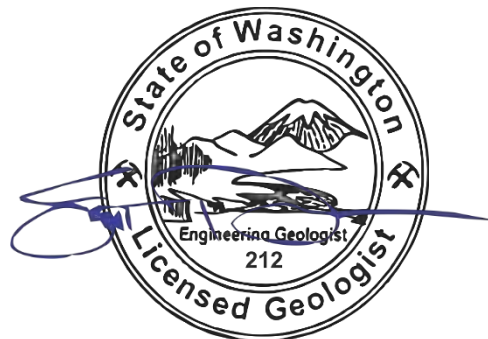
Sincerely,

PanGEO, Inc.



Mary V. Green

Mary V. Green, LEG, RG
Project Engineering Geologist
MGreen@pangeoinc.com



Scott D. Dinkelman

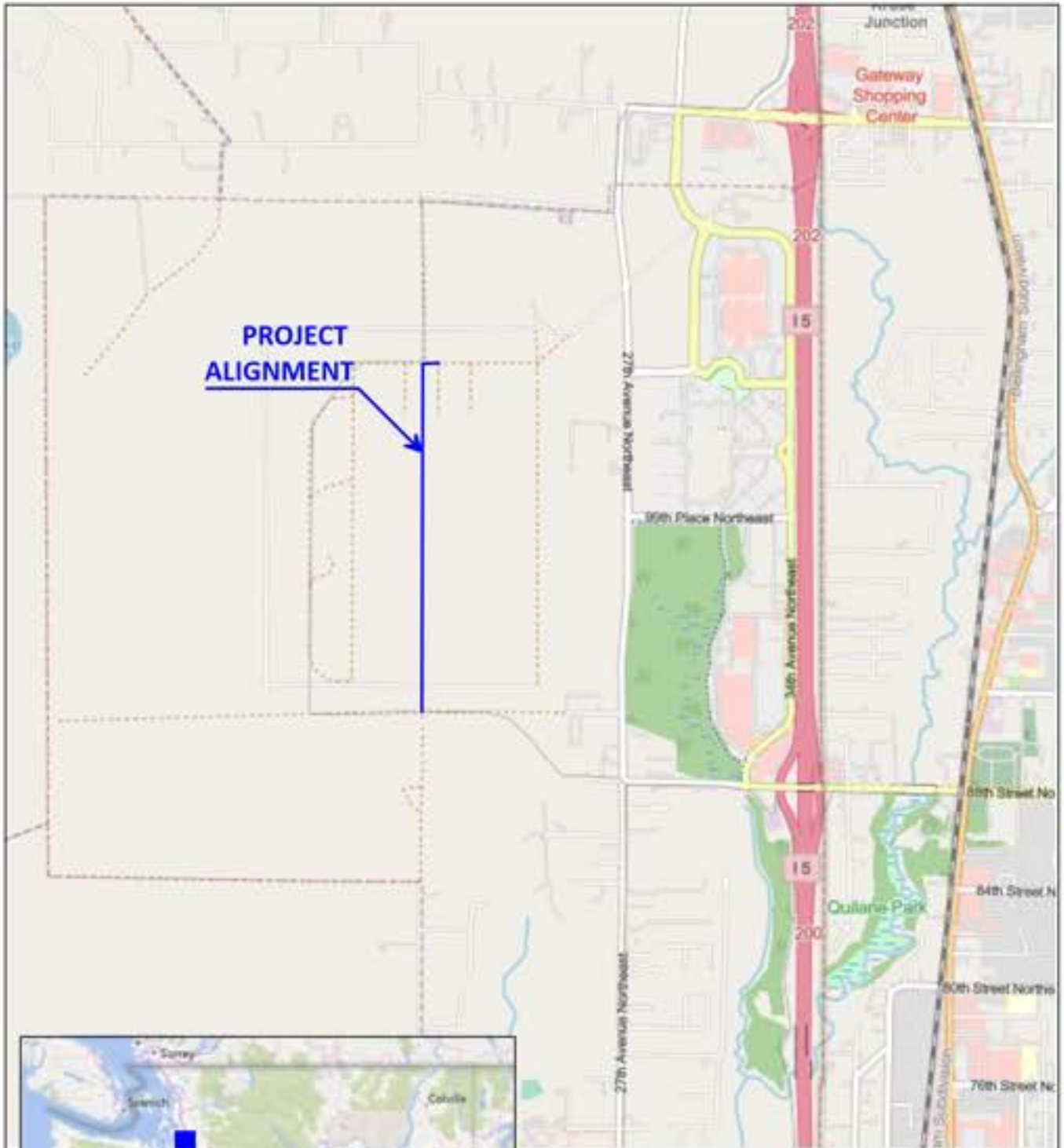
Scott D. Dinkelman, LEG, LHG
Principal Engineering Geologist
SDinkelman@pangeoinc.com



Siew L. Tan, P.E.
Principal Geotechnical Engineer
STan@pangeoinc.com

8.0 REFERENCES

- Gelinas, M. and Mathy, D. (2004) *Designing and Interpreting Geotechnical Investigations for Horizontal Directional Drilling*. Pipeline Engineering and Construction: pp. 1-10.
- Iseley, T. and Gokhale, S. (1997) *Trenchless Installation of Conduits Beneath Roadways*. NCHRP Synthesis 242. Transportation Research Board/National Research Council, Washington, D.C., 36.
- Roe, M.R., *Guide to Best Practice for the Installation of Pipe Jacks and Microtunnels*. ISBN 0 9525982 0 5. Pipe Jacking Association, London, U.K.
- Minard, J.P., 1985, Geologic Map of the Marysville Quadrangle, Snohomish County, Washington, U.S. Geological Survey, Miscellaneous Field Studies Map MF-1743, scale 1:24,000.
- WSDOT, 2023, *Standard Specifications for Road, Bridges, and Municipal Construction*



Base Map: WSDOT GeoPortal



Approx. Scale:
Not to Scale

22-350_Fig 1 Vicinity Map.dwg 13/18/22 MVO



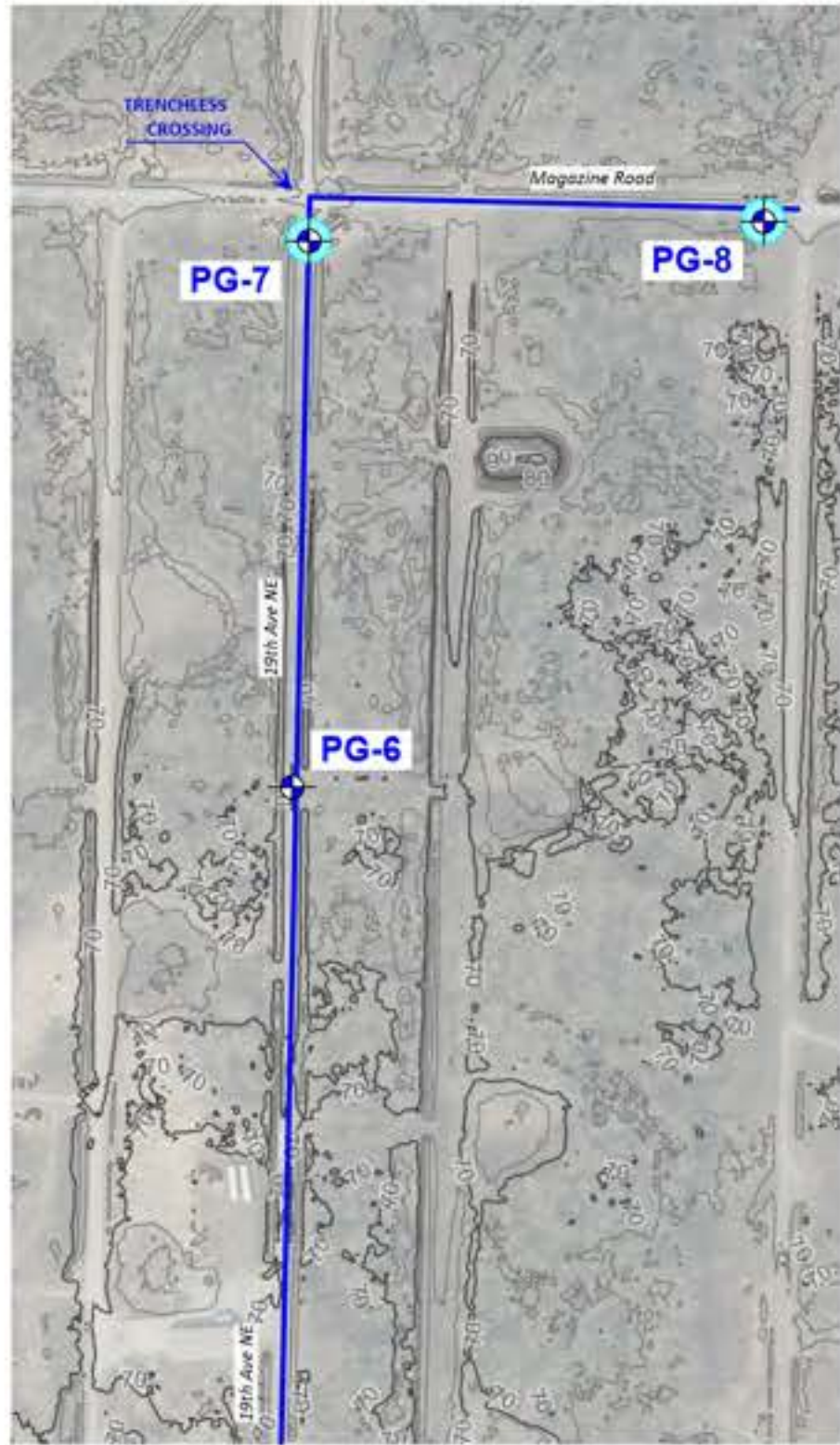
**Tulalip Quil Ceda Village
AC Water Main Replacement
Tulalip, Washington**

VICINITY MAP

Project No. **22-350**

Figure No. **1**

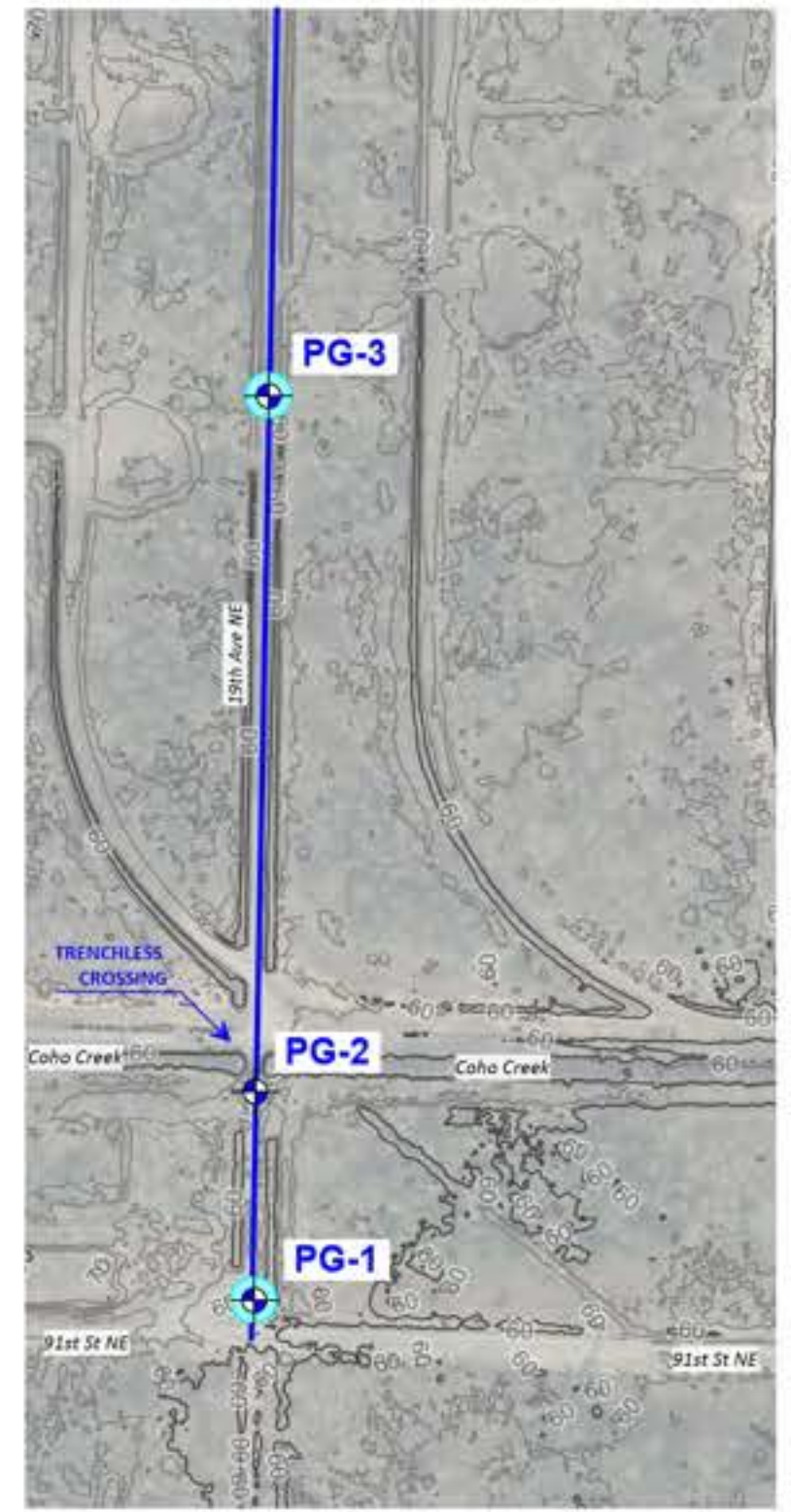
13-011_Fig 2 Site & Exploration Plan.gif 12/18/22 JCR



Continues to Upper Right



Continues to Upper Right



Continues from Lower Left

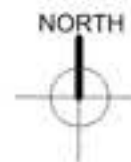
LEGEND:



Approximate Boring Location,
PanGEO, Inc., October 2022



Approximate Boring Location with Monitoring Well,
PanGEO, Inc., October 2022



Tulalip Quil Ceda Village
AC Water Main Replacement
Tulalip, Washington

SITE AND EXPLORATION PLAN

Project No. 22-350

Figure No. 2

APPENDIX A

SUMMARY BORING LOGS

RELATIVE DENSITY / CONSISTENCY

SAND / GRAVEL			SILT / CLAY		
Density	SPT N-values	Approx. Relative Density (%)	Consistency	SPT N-values	Approx. Undrained Shear Strength (psf)
Very Loose	<4	<15	Very Soft	<2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Med. Dense	10 to 30	35 - 65	Med. Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	>50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	>30	>4000

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP DESCRIPTIONS	
Gravel 50% or more of the coarse fraction retained on the #4 sieve. Use dual symbols (eg. GP-GM) for 5% to 12% fines.	GRAVEL (<5% fines)		GW: Well-graded GRAVEL
	GRAVEL (>12% fines)		GP: Poorly-graded GRAVEL
Sand 50% or more of the coarse fraction passing the #4 sieve. Use dual symbols (eg. SP-SM) for 5% to 12% fines.	SAND (<5% fines)		GM: Silty GRAVEL
			GC: Clayey GRAVEL
	SAND (>12% fines)		SW: Well-graded SAND
			SP: Poorly-graded SAND
Silt and Clay 50% or more passing #200 sieve	Liquid Limit < 50		SM: Silty SAND
			SC: Clayey SAND
			ML: SILT
	Liquid Limit > 50		CL: Lean CLAY
			OL: Organic SILT or CLAY
			MH: Elastic SILT
Highly Organic Soils			CH: Fat CLAY
			OH: Organic SILT or CLAY
			PT: PEAT

TEST SYMBOLS

for In Situ and Laboratory Tests listed in "Other Tests" column.

- ATT Atterberg Limit Test
- Comp Compaction Tests
- Con Consolidation
- DD Dry Density
- DS Direct Shear
- %F Fines Content
- GS Grain Size
- Perm Permeability
- PP Pocket Penetrometer
- R R-value
- SG Specific Gravity
- TV Torvane
- TXC Triaxial Compression
- UCC Unconfined Compression

SYMBOLS

Sample/In Situ test types and intervals

- 2-inch OD Split Spoon, SPT (140-lb. hammer, 30" drop)
- 3.25-inch OD Split Spoon (300-lb hammer, 30" drop)
- Non-standard penetration test (see boring log for details)
- Thin wall (Shelby) tube
- Grab
- Rock core
- Vane Shear

- Notes:**
- Soil exploration logs contain material descriptions based on visual observation and field tests using a system modified from the Uniform Soil Classification System (USCS). Where necessary laboratory tests have been conducted (as noted in the "Other Tests" column), unit descriptions may include a classification. Please refer to the discussions in the report text for a more complete description of the subsurface conditions.
 - The graphic symbols given above are not inclusive of all symbols that may appear on the borehole logs. Other symbols may be used where field observations indicated mixed soil constituents or dual constituent materials.

DESCRIPTIONS OF SOIL STRUCTURES

Layered: Units of material distinguished by color and/or composition from material units above and below	Fissured: Breaks along defined planes
Laminated: Layers of soil typically 0.05 to 1mm thick, max. 1 cm	Slickensided: Fracture planes that are polished or glossy
Lens: Layer of soil that pinches out laterally	Blocky: Angular soil lumps that resist breakdown
Interlayered: Alternating layers of differing soil material	Disrupted: Soil that is broken and mixed
Pocket: Erratic, discontinuous deposit of limited extent	Scattered: Less than one per foot
Homogeneous: Soil with uniform color and composition throughout	Numerous: More than one per foot
	BCN: Angle between bedding plane and a plane normal to core axis

COMPONENT DEFINITIONS

COMPONENT	SIZE / SIEVE RANGE	COMPONENT	SIZE / SIEVE RANGE
Boulder:	> 12 inches	Sand	
Cobbles:	3 to 12 inches	Coarse Sand:	#4 to #10 sieve (4.5 to 2.0 mm)
Gravel	3 to 3/4 inches	Medium Sand:	#10 to #40 sieve (2.0 to 0.42 mm)
		Fine Sand:	#40 to #200 sieve (0.42 to 0.074 mm)
Coarse Gravel:	3 to 3/4 inches	Silt	0.074 to 0.002 mm
Fine Gravel:	3/4 inches to #4 sieve	Clay	<0.002 mm

MONITORING WELL

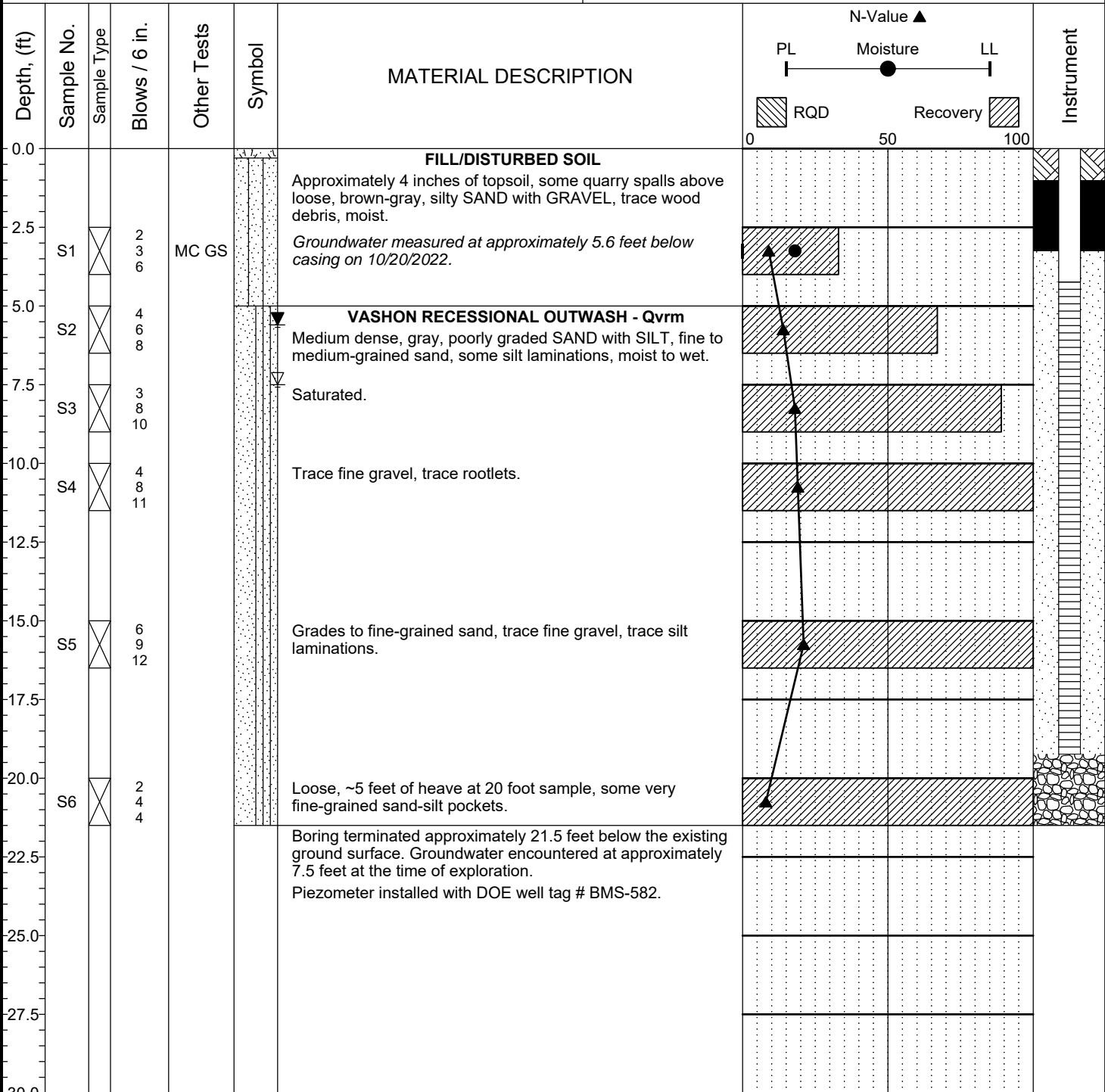
- Groundwater Level at time of drilling (ATD)
- Static Groundwater Level
- Cement / Concrete Seal
- Bentonite grout / seal
- Silica sand backfill
- Slotted tip
- Slough
- Bottom of Boring

MOISTURE CONTENT

Dry	Dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water

LOG KEY 08-118 LOG.GPJ_PANGEO.GDT 11/12/13

Project:	Tulalip Tribes Watermain	Surface Elevation:	~61 ft
Job Number:	22-350	Top of Casing Elev.:	~60.7 ft
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.07869, Easting: -122.2057	Sampling Method:	SPT



Completion Depth: 21.5ft
 Date Borehole Started: 10/14/22
 Date Borehole Completed: 10/14/22
 Logged By: S. Scott
 Drilling Company: Boretac

Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. **Datum: WGS84 / NAVD88**

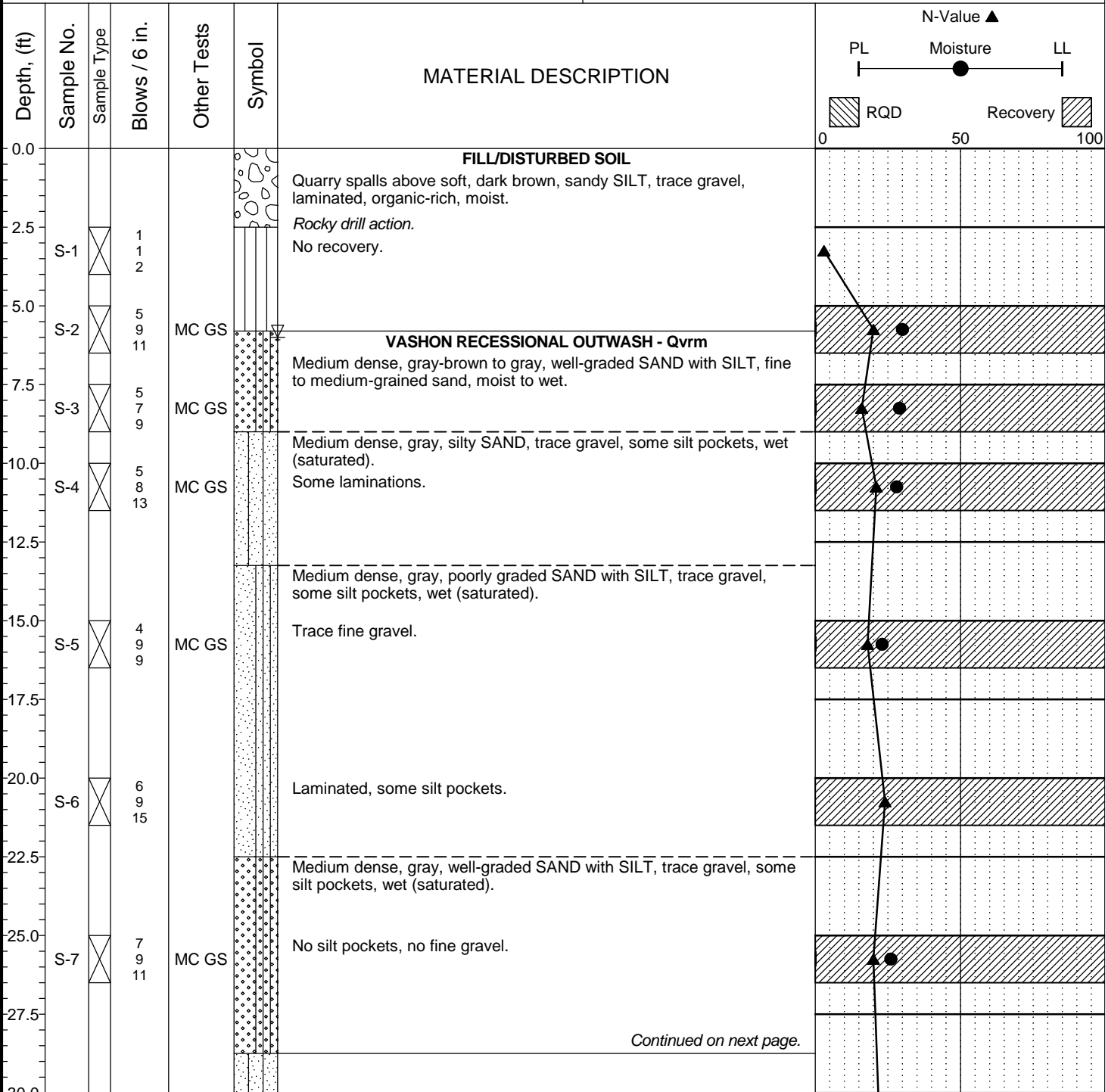


LOG OF TEST BORING PG-1

Figure A-2

The stratification lines represent approximate boundaries. The transition may be gradual.

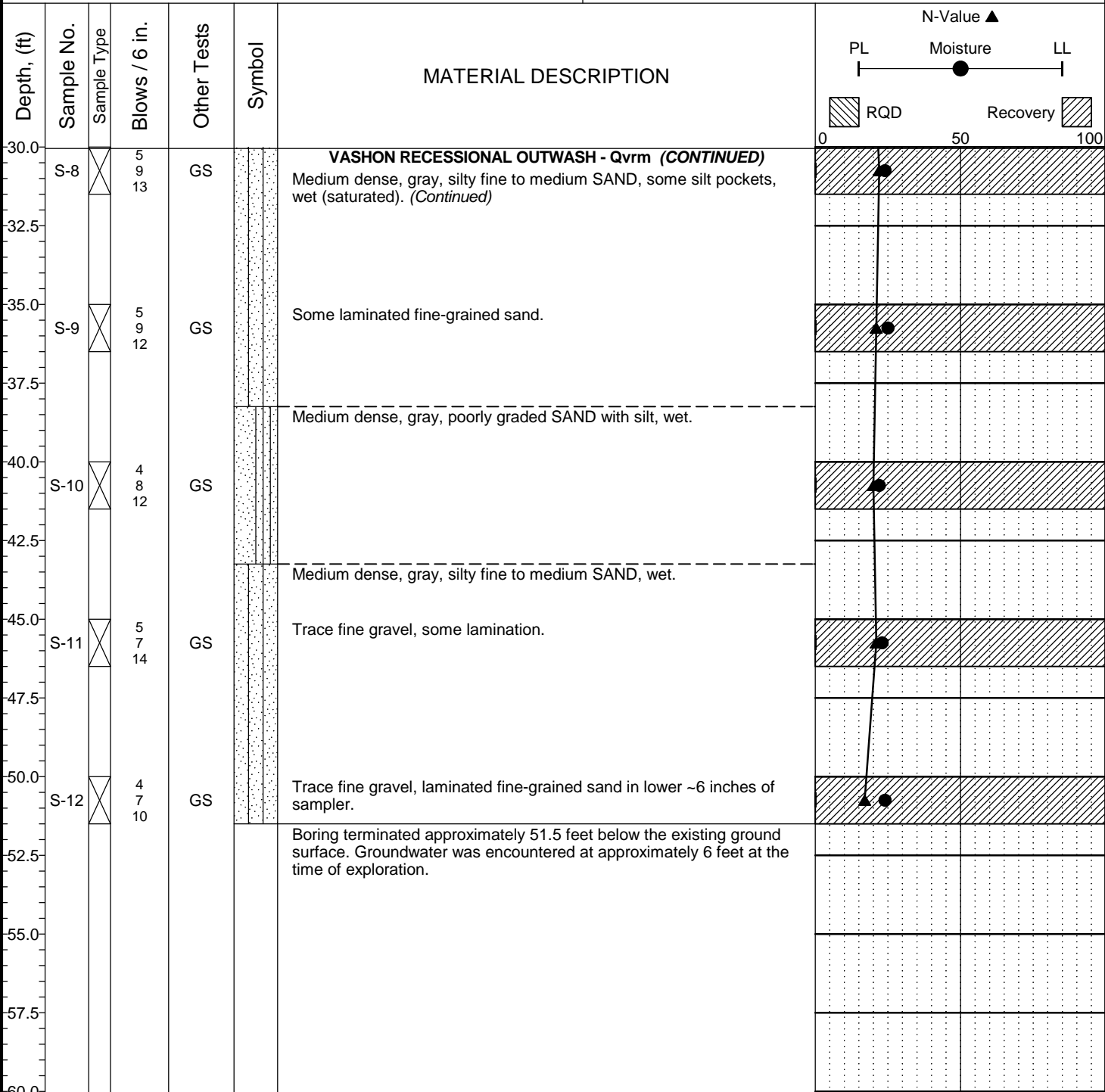
Project:	Tulalip Tribes Watermain	Surface Elevation:	-62 ft
Job Number:	22-350	Top of Casing Elev.:	N/A
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.07939, Easting: -122.20574	Sampling Method:	SPT



Completion Depth: 51.5ft
Date Borehole Started: 10/14/22
Date Borehole Completed: 10/14/22
Logged By: S. Scott
Drilling Company: Boretac

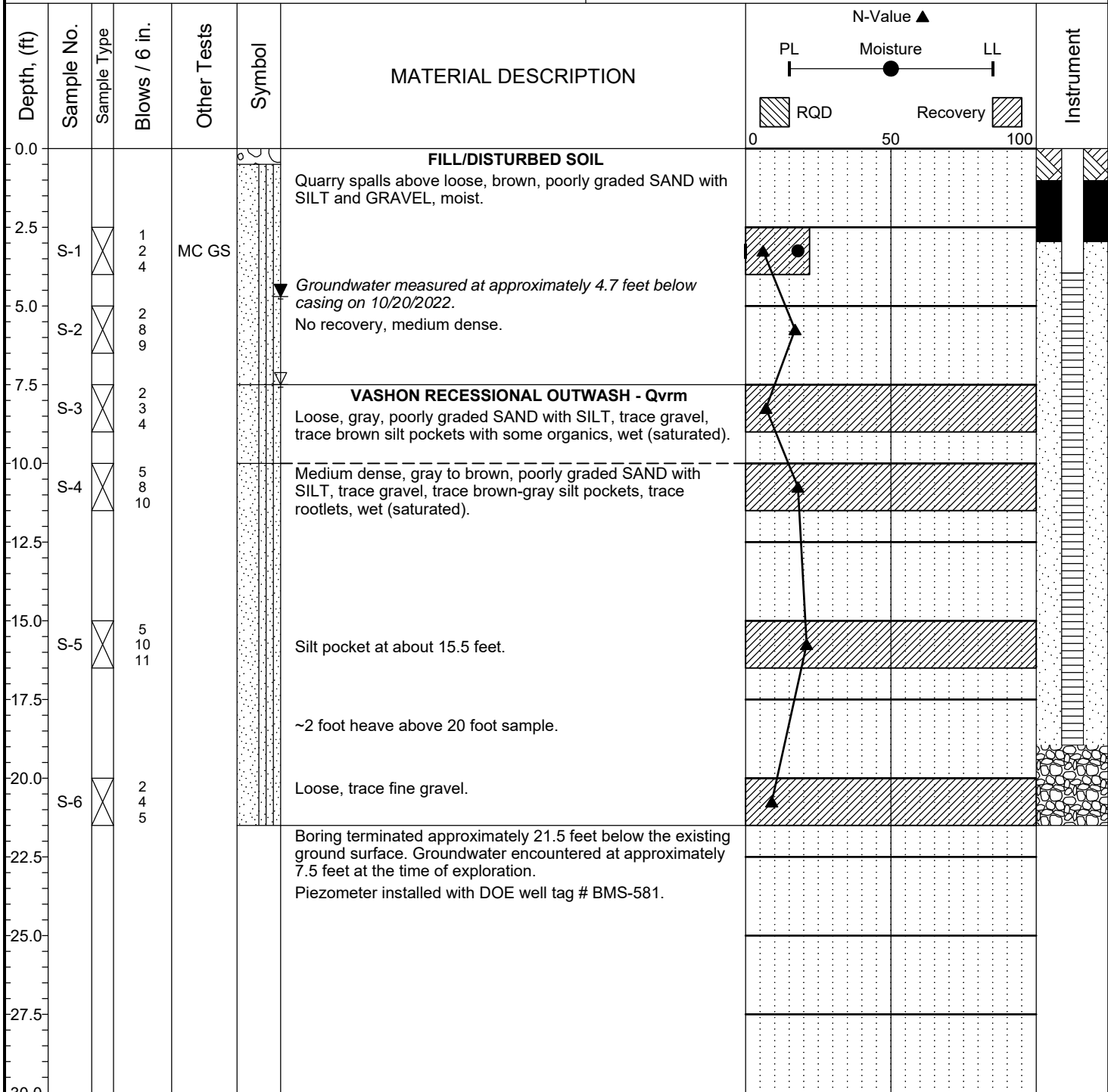
Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. **Datum: WGS84 / NAVD88**

Project:	Tulalip Tribes Watermain	Surface Elevation:	~62 ft
Job Number:	22-350	Top of Casing Elev.:	N/A
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.07939, Easting: -122.20574	Sampling Method:	SPT



Completion Depth:	51.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/14/22	
Date Borehole Completed:	10/14/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

Project:	Tulalip Tribes Watermain	Surface Elevation:	~64 ft
Job Number:	22-350	Top of Casing Elev.:	~63.5 ft
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.08053, Easting: -122.20575	Sampling Method:	SPT



Completion Depth: 21.5ft
Date Borehole Started: 10/14/22
Date Borehole Completed: 10/14/22
Logged By: S. Scott
Drilling Company: Boretac

Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. **Datum: WGS84 / NAVD88**

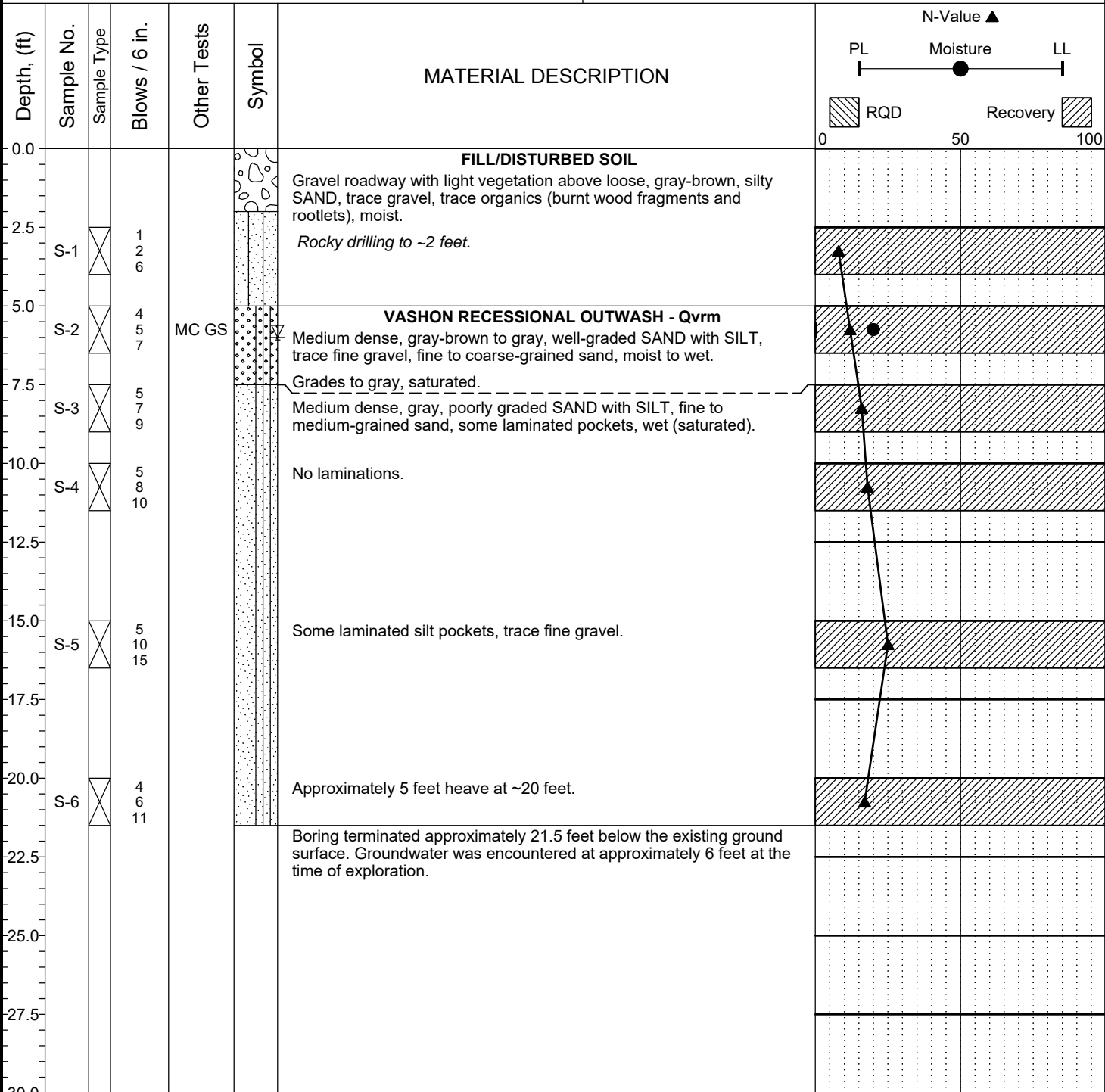


LOG OF TEST BORING PG-3

Figure A-4

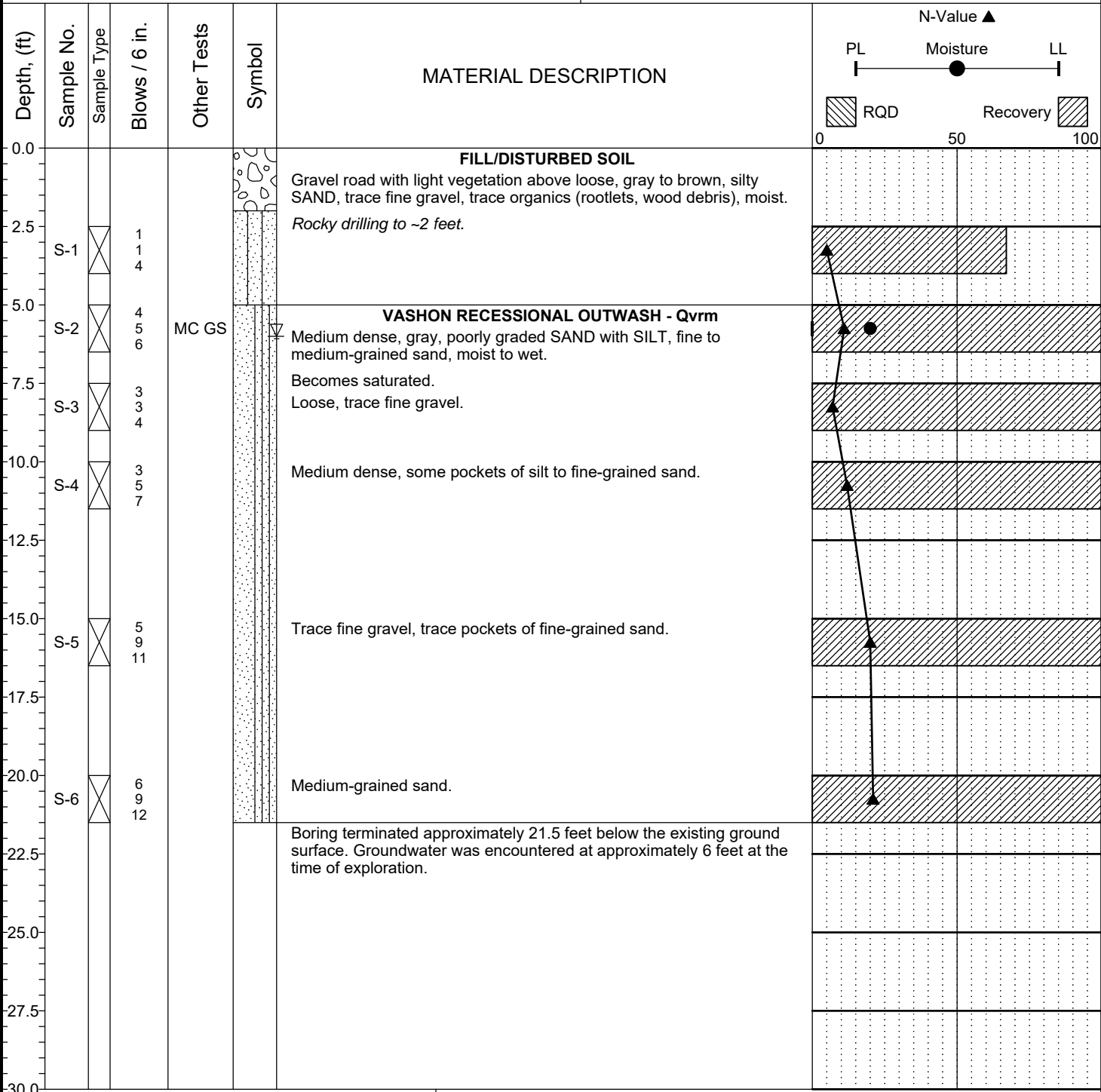
The stratification lines represent approximate boundaries. The transition may be gradual.

Project:	Tulalip Tribes Watermain	Surface Elevation:	~67 ft
Job Number:	22-350	Top of Casing Elev.:	N/A
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.08404, Easting: -122.20568	Sampling Method:	SPT



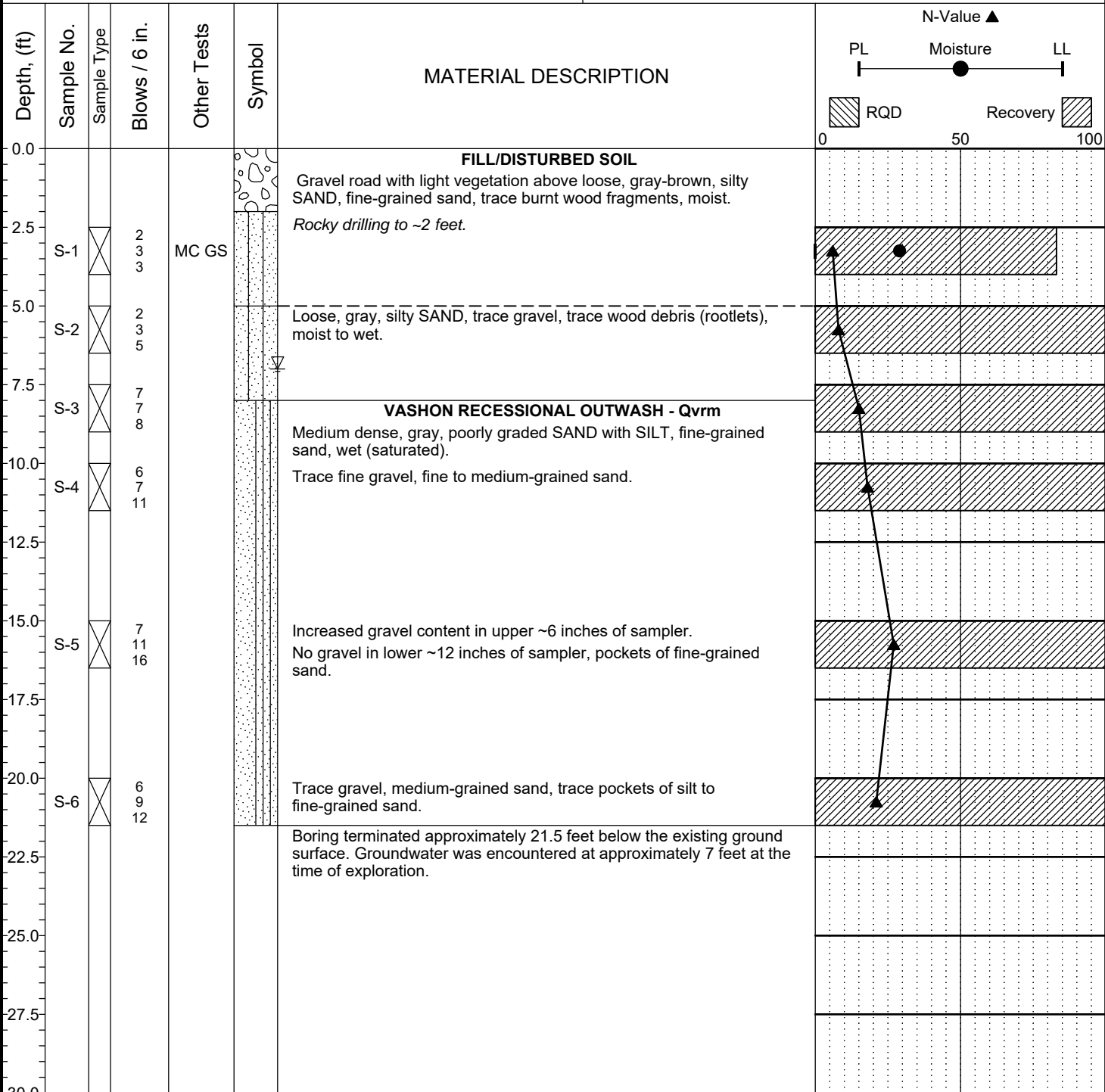
Completion Depth:	21.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/17/22	
Date Borehole Completed:	10/17/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

Project:	Tulalip Tribes Watermain	Surface Elevation:	~69 ft
Job Number:	22-350	Top of Casing Elev.:	N/A
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.08626, Easting: -122.20569	Sampling Method:	SPT



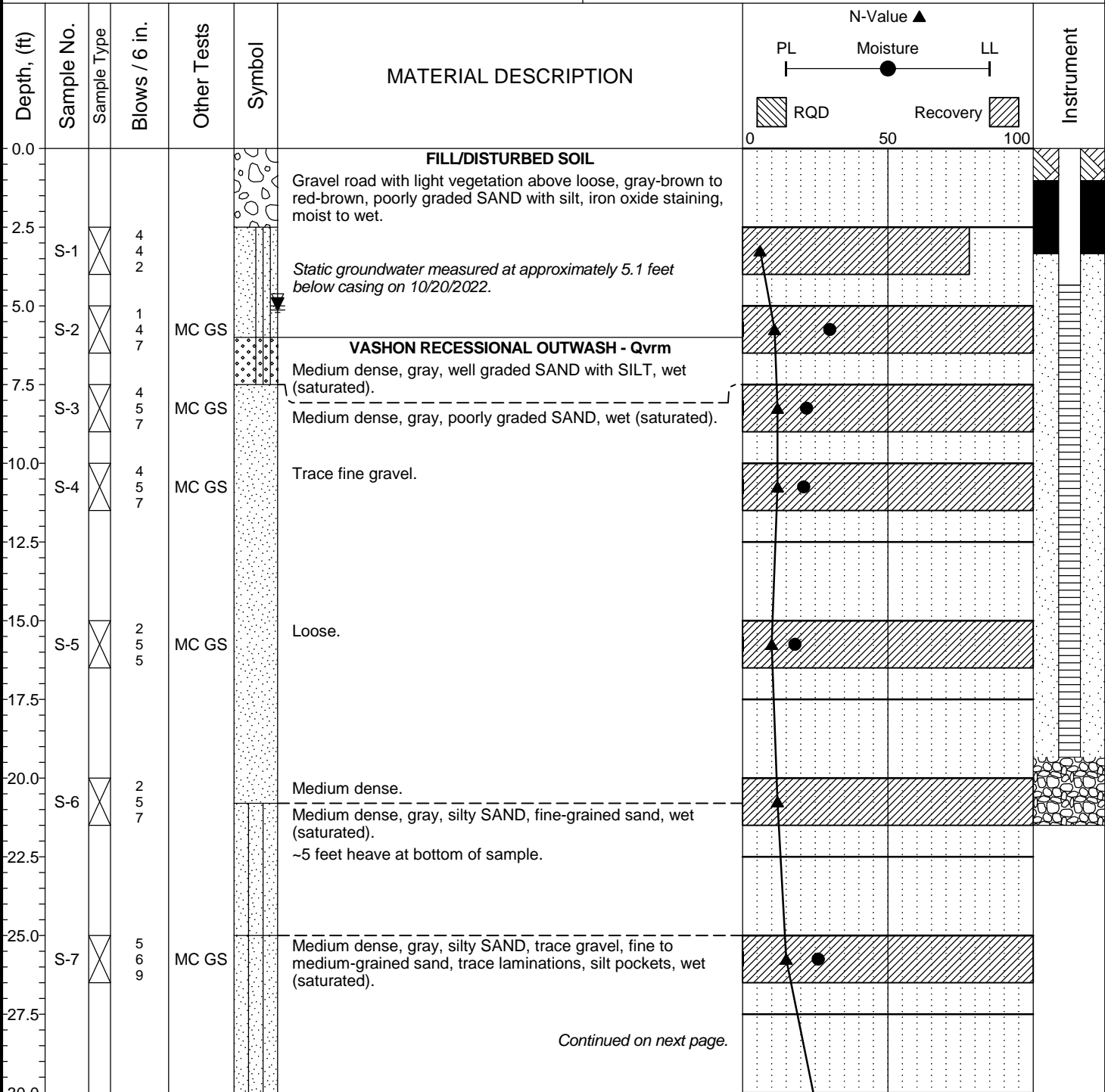
Completion Depth:	21.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/17/22	
Date Borehole Completed:	10/17/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

Project:	Tulalip Tribes Watermain	Surface Elevation:	~71 ft
Job Number:	22-350	Top of Casing Elev.:	N/A
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.0884, Easting: -122.20574	Sampling Method:	SPT



Completion Depth:	21.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/17/22	
Date Borehole Completed:	10/17/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

Project:	Tulalip Tribes Watermain	Surface Elevation:	~71 ft
Job Number:	22-350	Top of Casing Elev.:	~70.5 ft
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.09105, Easting: -122.20565	Sampling Method:	SPT

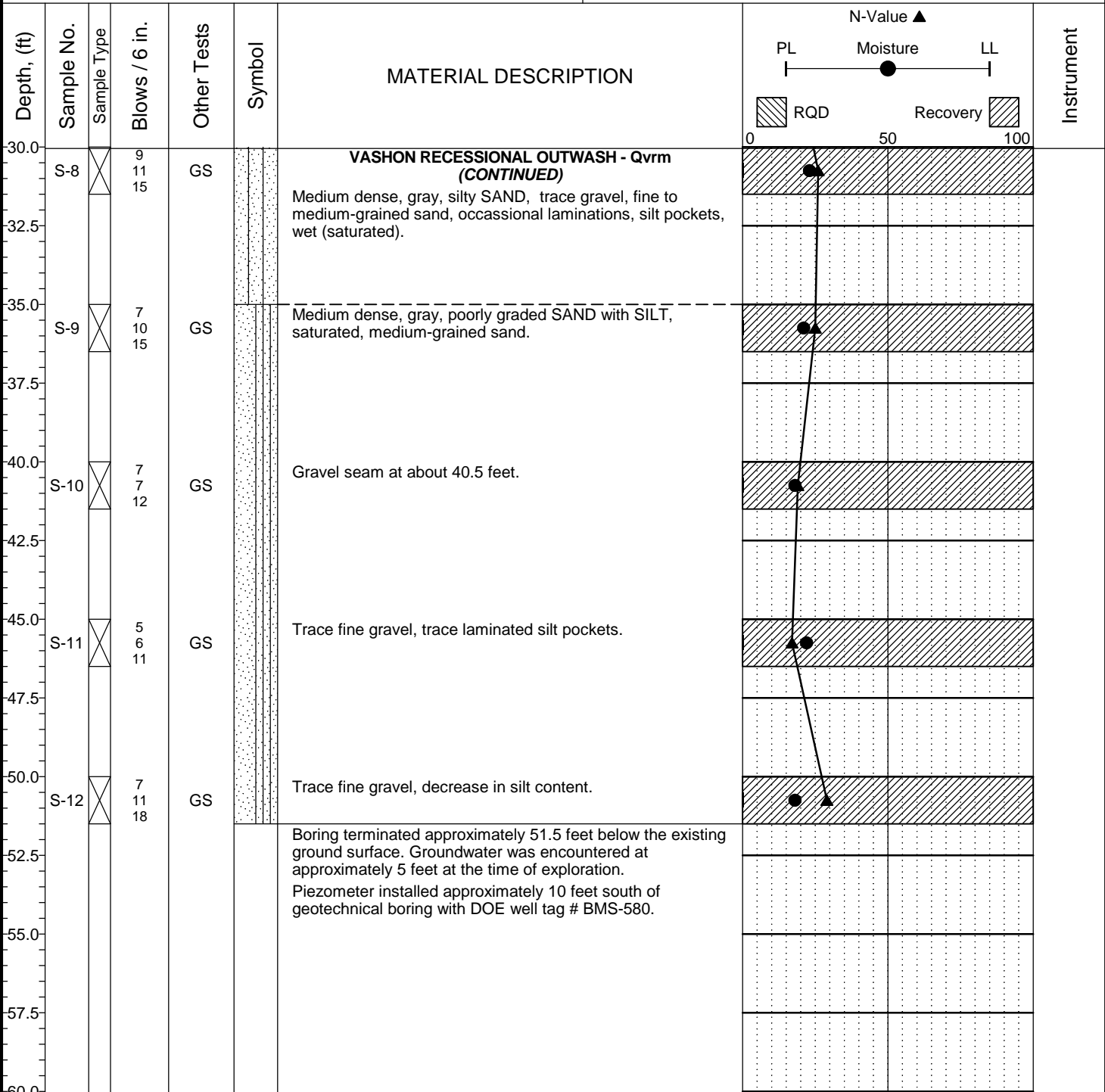


Continued on next page.

Completion Depth: 51.5ft
 Date Borehole Started: 10/14/22
 Date Borehole Completed: 10/17/22
 Logged By: S. Scott
 Drilling Company: Boretac

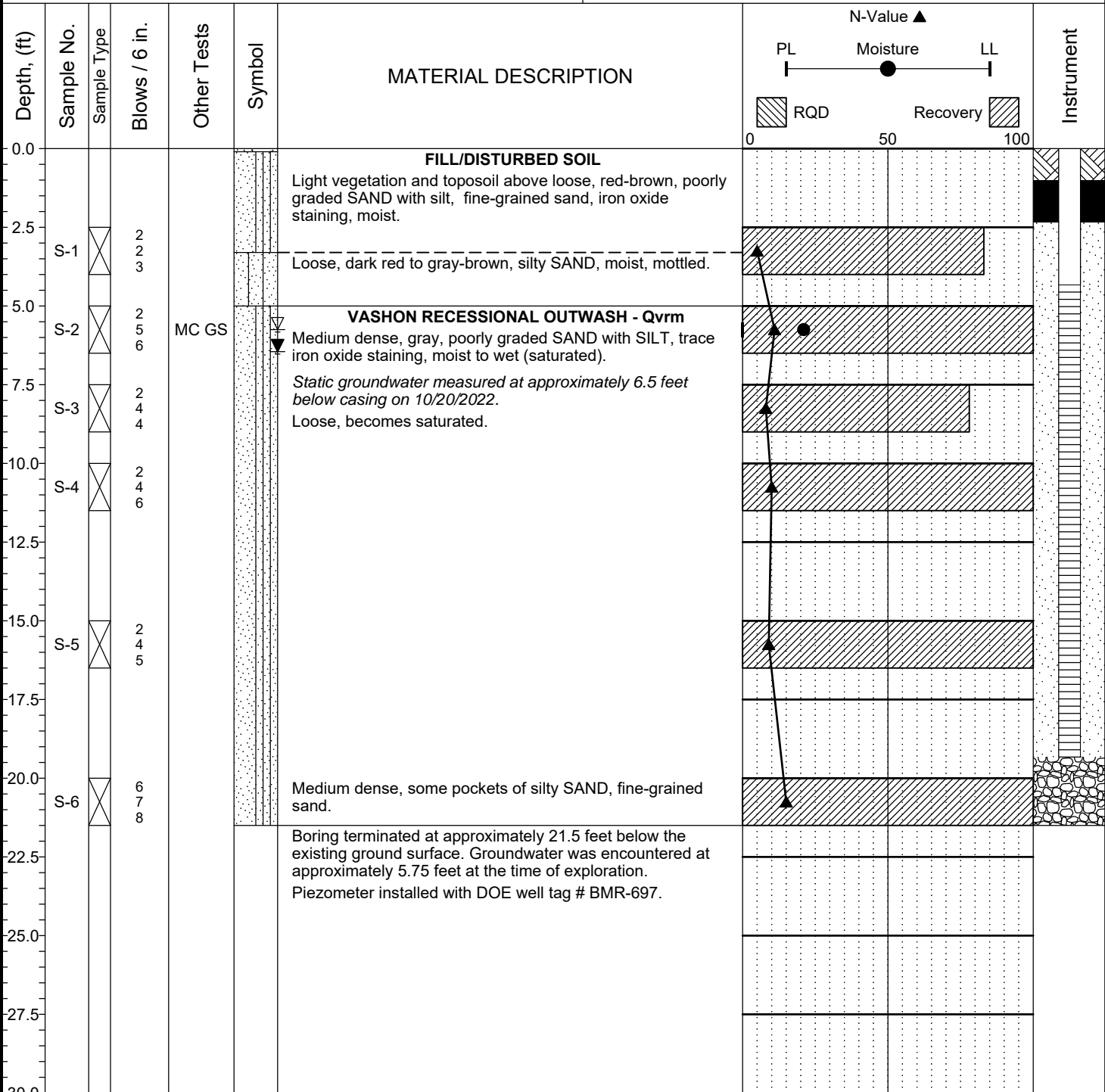
Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. **Datum: WGS84 / NAVD88**

Project:	Tulalip Tribes Watermain	Surface Elevation:	~71 ft
Job Number:	22-350	Top of Casing Elev.:	~70.5 ft
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.09105, Easting: -122.20565	Sampling Method:	SPT



Completion Depth:	51.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/14/22	
Date Borehole Completed:	10/17/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

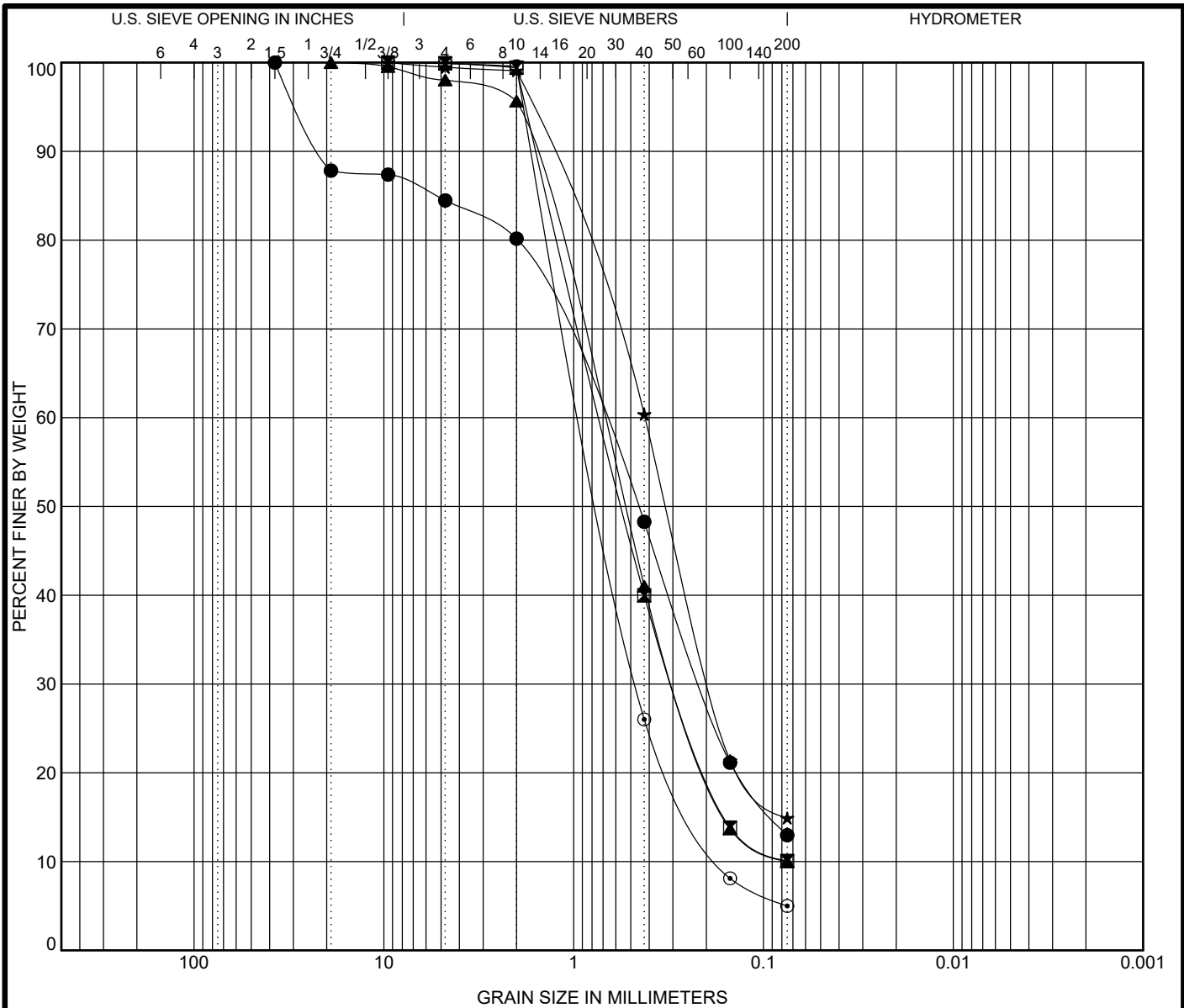
Project:	Tulalip Tribes Watermain	Surface Elevation:	~71 ft
Job Number:	22-350	Top of Casing Elev.:	~70.5 ft
Location:	19th Ave NE, Tulalip, Washington	Drilling Method:	HSA
Coordinates:	Northing: 48.09118, Easting: -122.20342	Sampling Method:	SPT



Completion Depth:	21.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer w/30" drop. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84 / NAVD88
Date Borehole Started:	10/13/22	
Date Borehole Completed:	10/13/22	
Logged By:	S. Scott	
Drilling Company:	Boretac	

APPENDIX B

LABORATORY TEST RESULTS



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Classification				LL	PL	PI	Cc	Cu
●	PG-1 @ 2.5 ft.	SILTY SAND with GRAVEL(SM)								
☒	PG-2 @ 5.0 ft.	WELL-GRADED SAND with SILT(SW-SM)							1.54	9.65
▲	PG-2 @ 7.5 ft.	WELL-GRADED SAND with SILT(SW-SM)							1.43	9.72
★	PG-2 @ 10.0 ft.	SILTY SAND(SM)								
◎	PG-2 @ 15.0 ft.	POORLY GRADED SAND with SILT(SP-SM)							1.47	5.19
Specimen Identification		D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay	
●	PG-1 2.5	37.5	21.449	0.751		15.5	71.5		13.0	
☒	PG-2 5.0	9.5	1.564	0.716		0.1	89.9		10.1	
▲	PG-2 7.5	19	1.704	0.728		2.0	88.0		10.0	
★	PG-2 10.0	9.5	1.39	0.421		0.5	84.6		14.9	
◎	PG-2 15.0	9.5	1.634	0.869	0.167	0.1	94.9		5.0	

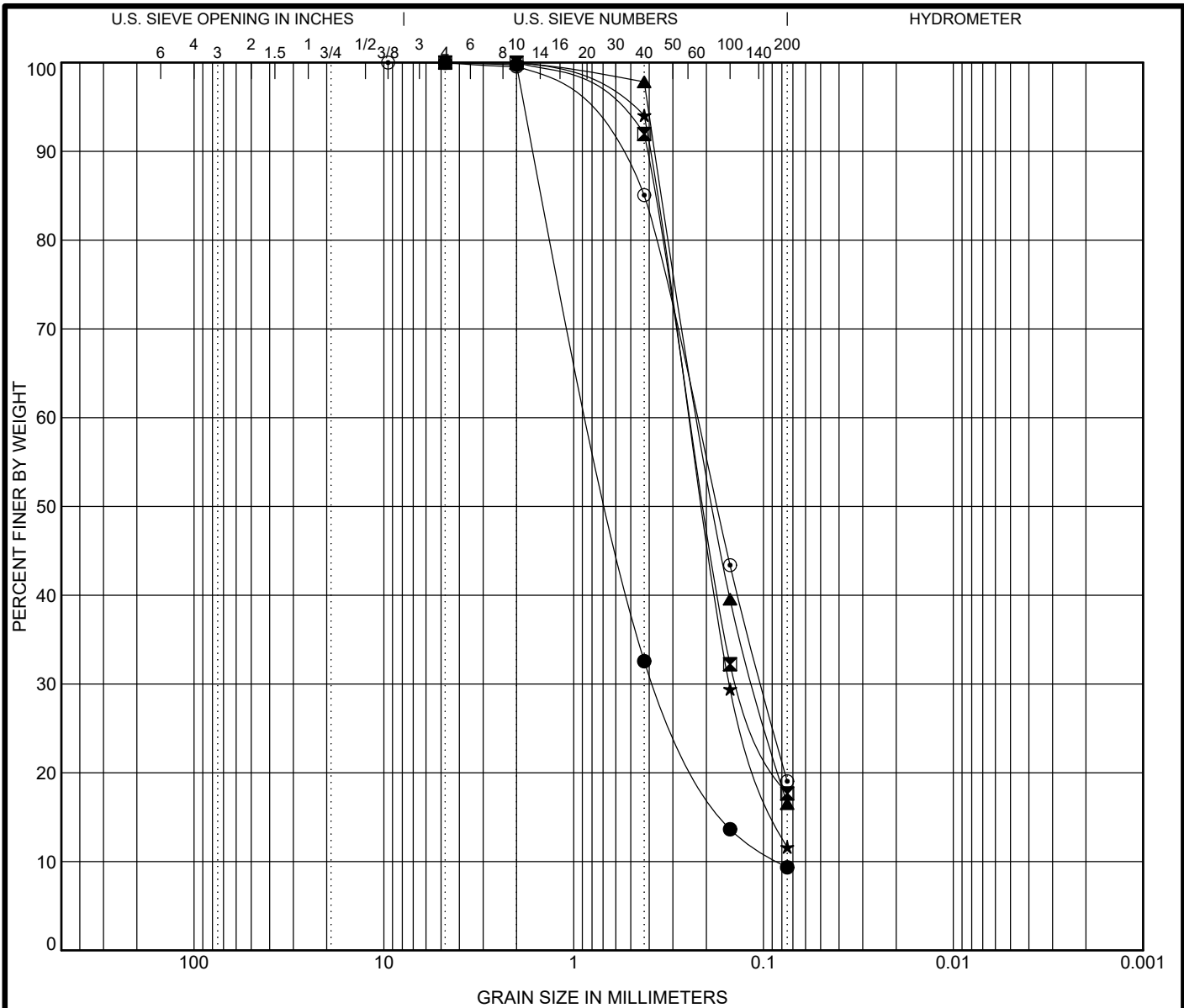
GRAIN SIZE 22-350 BORING LOGS.GPJ PANGE.GDT 12/16/22



GRAIN SIZE DISTRIBUTION

Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-1



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu		
● PG-2 @ 25.0 ft.	WELL-GRADED SAND with SILT(SW-SM)				2.04	9.60		
☒ PG-2 @ 30.0 ft.	SILTY SAND(SM)							
▲ PG-2 @ 35.0 ft.	SILTY SAND(SM)							
★ PG-2 @ 40.0 ft.	POORLY GRADED SAND with SILT(SP-SM)				1.33	3.49		
⊙ PG-2 @ 45.0 ft.	SILTY SAND(SM)							
Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay
● PG-2 25.0	4.75	1.597	0.8	0.083	0.0	90.6	9.4	
☒ PG-2 30.0	4.75	0.411	0.243		0.0	82.3	17.7	
▲ PG-2 35.0	4.75	0.37	0.216		0.0	83.5	16.5	
★ PG-2 40.0	2	0.398	0.246		0.0	88.4	11.6	
⊙ PG-2 45.0	9.5	0.72	0.227		0.1	80.9	19.0	

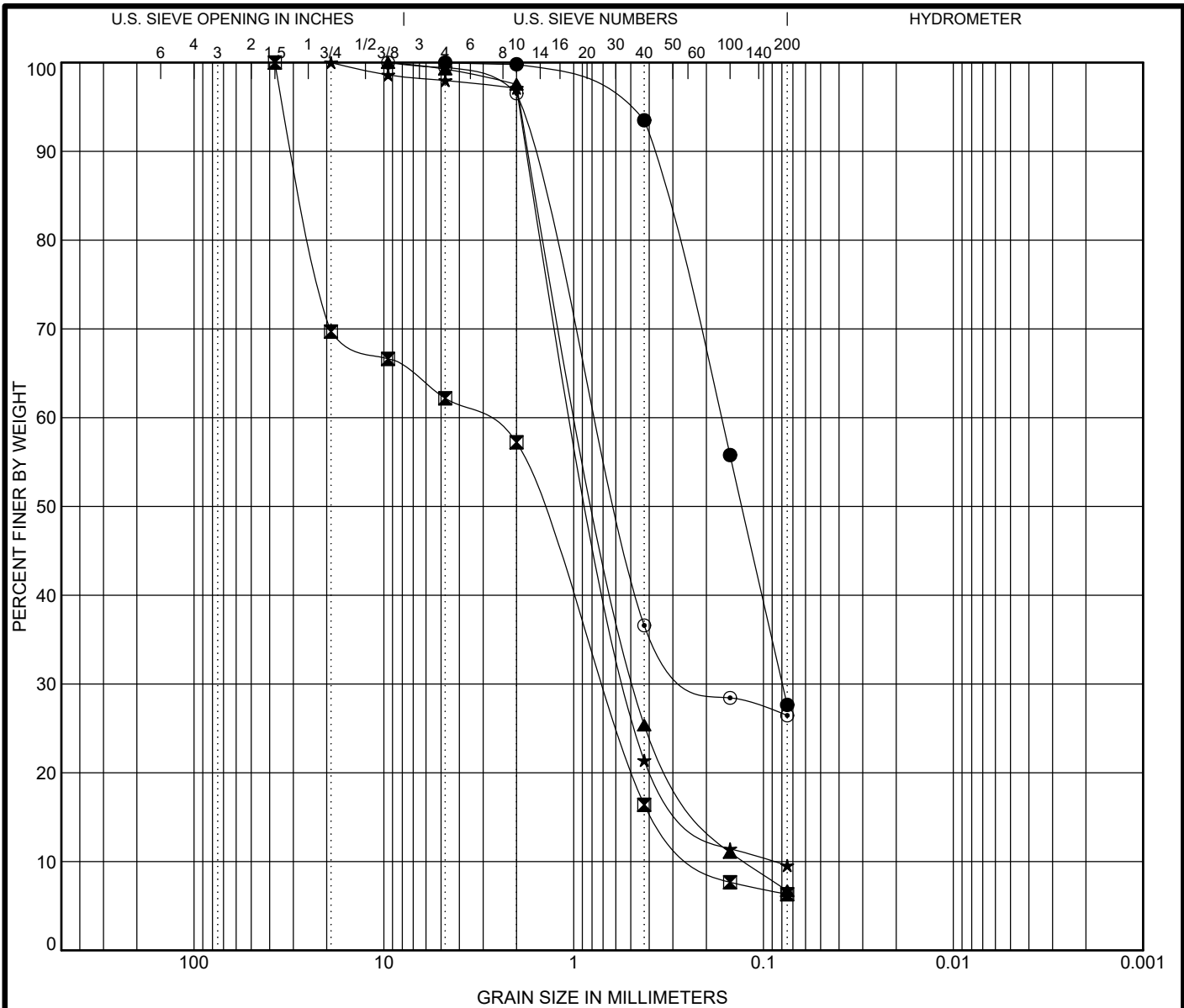
GRAIN SIZE DISTRIBUTION



Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-2

GRAIN SIZE 22-350 BORING LOGS.GPJ PANGE.GDT 12/16/22



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu		
● PG-2 @ 50.0 ft.	SILTY SAND(SM)							
☒ PG-3 @ 2.5 ft.	POORLY GRADED SAND with SILT and GRAVEL(SP-SM)				0.79	16.39		
▲ PG-4 @ 5.0 ft.	WELL-GRADED SAND with SILT(SW-SM)				1.94	7.03		
★ PG-5 @ 5.0 ft.	POORLY GRADED SAND with SILT(SP-SM)				3.10	10.58		
◎ PG-6 @ 2.5 ft.	SILTY SAND(SM)							
Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay
● PG-2 50.0	4.75	0.386	0.168		0.0	72.4		27.6
☒ PG-3 2.5	37.5	29.963	3.248	0.198	37.8	55.9		6.3
▲ PG-4 5.0	9.5	1.701	0.894	0.127	0.7	92.5		6.7
★ PG-5 5.0	19	1.729	0.936	0.088	2.0	88.4		9.6
◎ PG-6 2.5	9.5	1.689	0.778		0.5	73.0		26.5

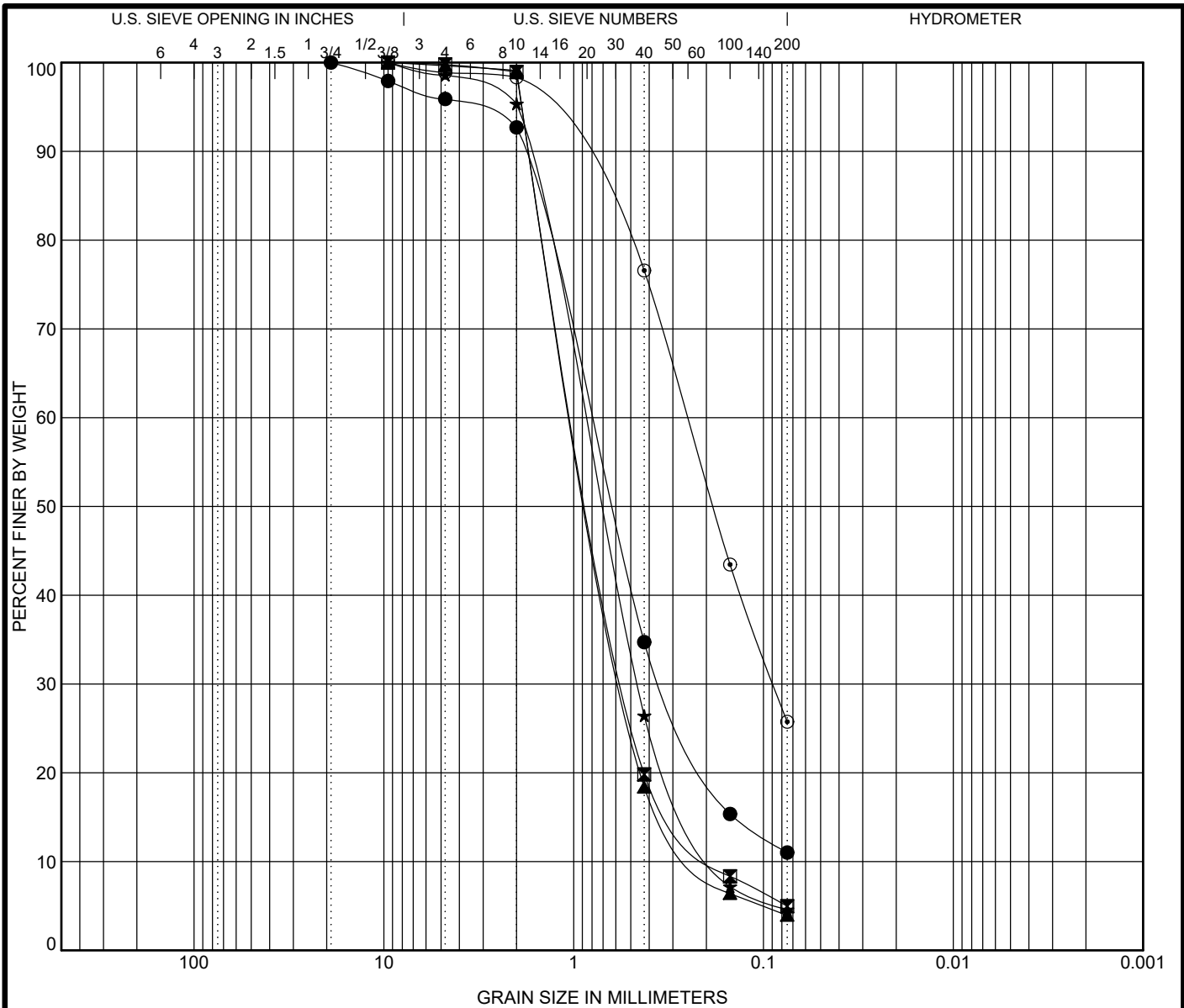
GRAIN SIZE DISTRIBUTION



Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-3

GRAIN SIZE 22-350 BORING LOGS.GPJ PAN GEO.GDT 12/16/22



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification					LL	PL	PI	Cc	Cu
● PG-7 @ 5.0 ft.	WELL-GRADED SAND with SILT(SW-SM)								2.04	13.10
☒ PG-7 @ 7.5 ft.	POORLY GRADED SAND(SP)								1.65	5.35
▲ PG-7 @ 10.0 ft.	POORLY GRADED SAND(SP)								1.45	4.60
★ PG-7 @ 15.0 ft.	POORLY GRADED SAND(SP)								1.34	5.17
◎ PG-7 @ 25.0 ft.	SILTY SAND(SM)									
Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay		
● PG-7 5.0	19	1.861	0.835		4.1	84.9		11.0		
☒ PG-7 7.5	9.5	1.679	0.933	0.174	0.2	94.8		5.0		
▲ PG-7 10.0	9.5	1.679	0.944	0.205	0.3	95.7		3.9		
★ PG-7 15.0	9.5	1.773	0.903	0.175	1.4	94.0		4.6		
◎ PG-7 25.0	9.5	1.105	0.252		1.1	73.1		25.8		

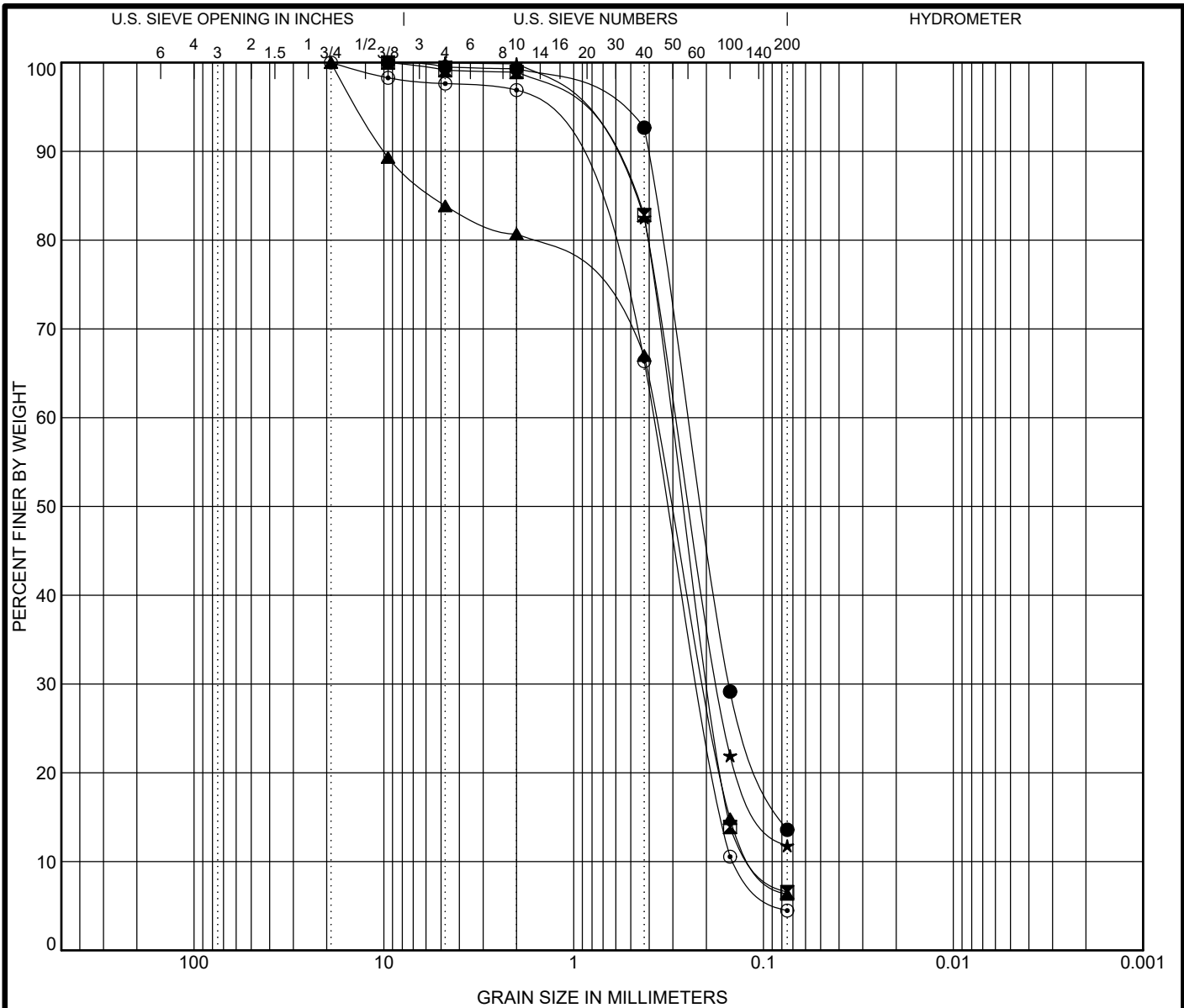
GRAIN SIZE DISTRIBUTION



Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-4

GRAIN SIZE 22-350 BORING LOGS.GPJ PANGE.GDT 12/16/22



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification					LL	PL	PI	Cc	Cu
● PG-7 @ 30.0 ft.	SILTY SAND(SM)									
⊠ PG-7 @ 35.0 ft.	POORLY GRADED SAND with SILT(SP-SM)								1.17	2.90
▲ PG-7 @ 40.0 ft.	POORLY GRADED SAND with SILT and GRAVEL(SP-SM)								1.10	3.65
★ PG-7 @ 45.0 ft.	POORLY GRADED SAND with SILT(SP-SM)								1.55	4.35
⊙ PG-7 @ 50.0 ft.	POORLY GRADED SAND(SP)								0.87	2.68
Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay		
● PG-7 30.0	9.5	0.407	0.249		0.5	85.9	13.6			
⊠ PG-7 35.0	9.5	0.847	0.301	0.104	0.9	92.6	6.6			
▲ PG-7 40.0	19	9.935	0.37	0.101	16.1	77.6	6.3			
★ PG-7 45.0	4.75	0.829	0.289		0.0	88.2	11.8			
⊙ PG-7 50.0	19	1.409	0.377	0.141	2.4	93.1	4.5			

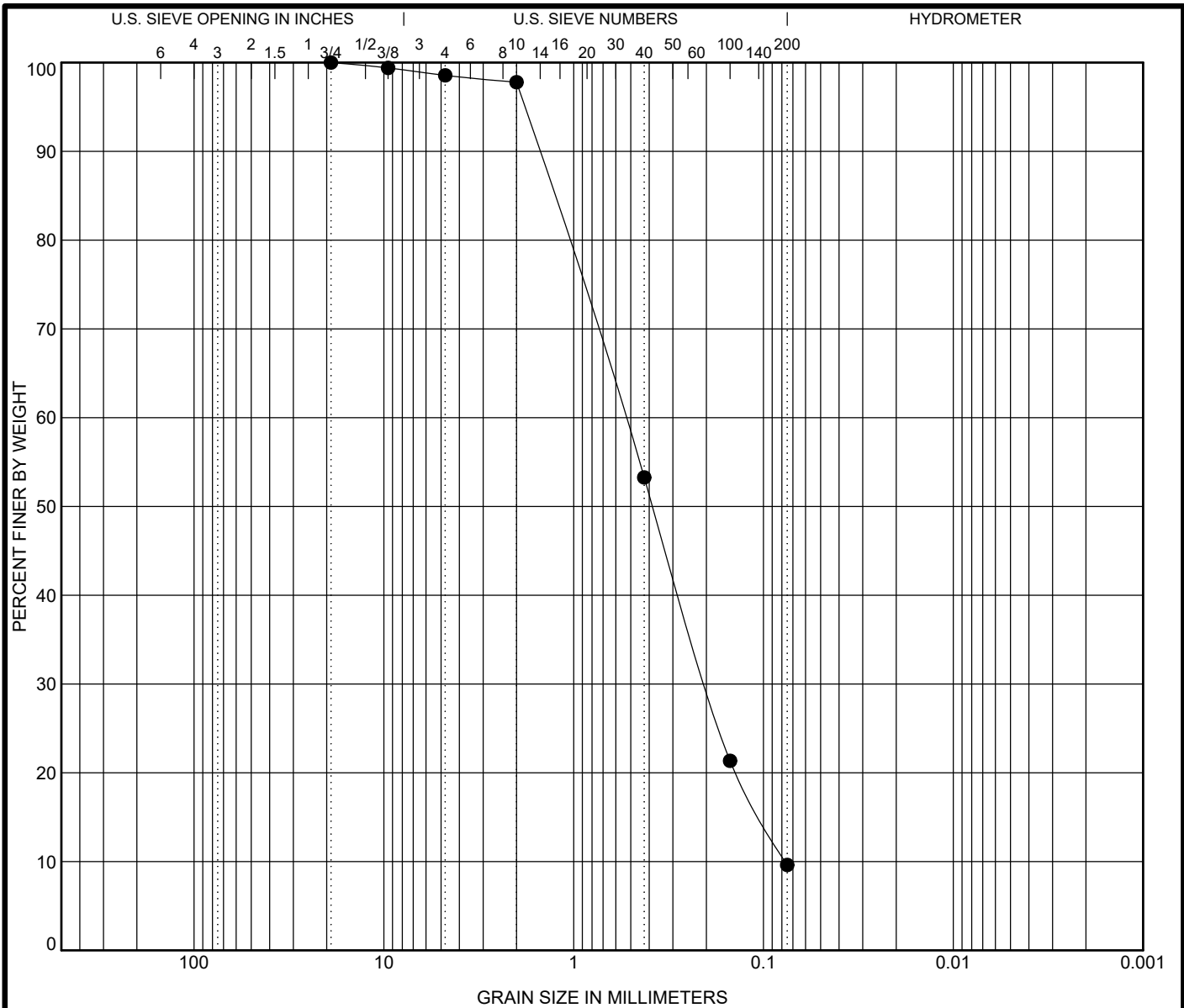
GRAIN SIZE 22-350 BORING LOGS.GPJ PANGE.GDT 12/16/22



GRAIN SIZE DISTRIBUTION

Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-5



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● PG-8 @ 5.0 ft.	POORLY GRADED SAND with SILT(SP-SM)				0.96	7.00

Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay
● PG-8 5.0	19	1.525	0.537	0.077	1.4	88.9	9.6	

GRAIN SIZE DISTRIBUTION



Project: Tulalip Tribes Watermain
 Job Number: 22-350
 Location: 19th Ave NE, Tulalip, Washington

Figure B-6

GRAIN SIZE 22-350 BORING LOGS.GPJ PANGE.GDT 12/16/22

APPENDIX C

SLUG TEST ANALYSIS RESULTS

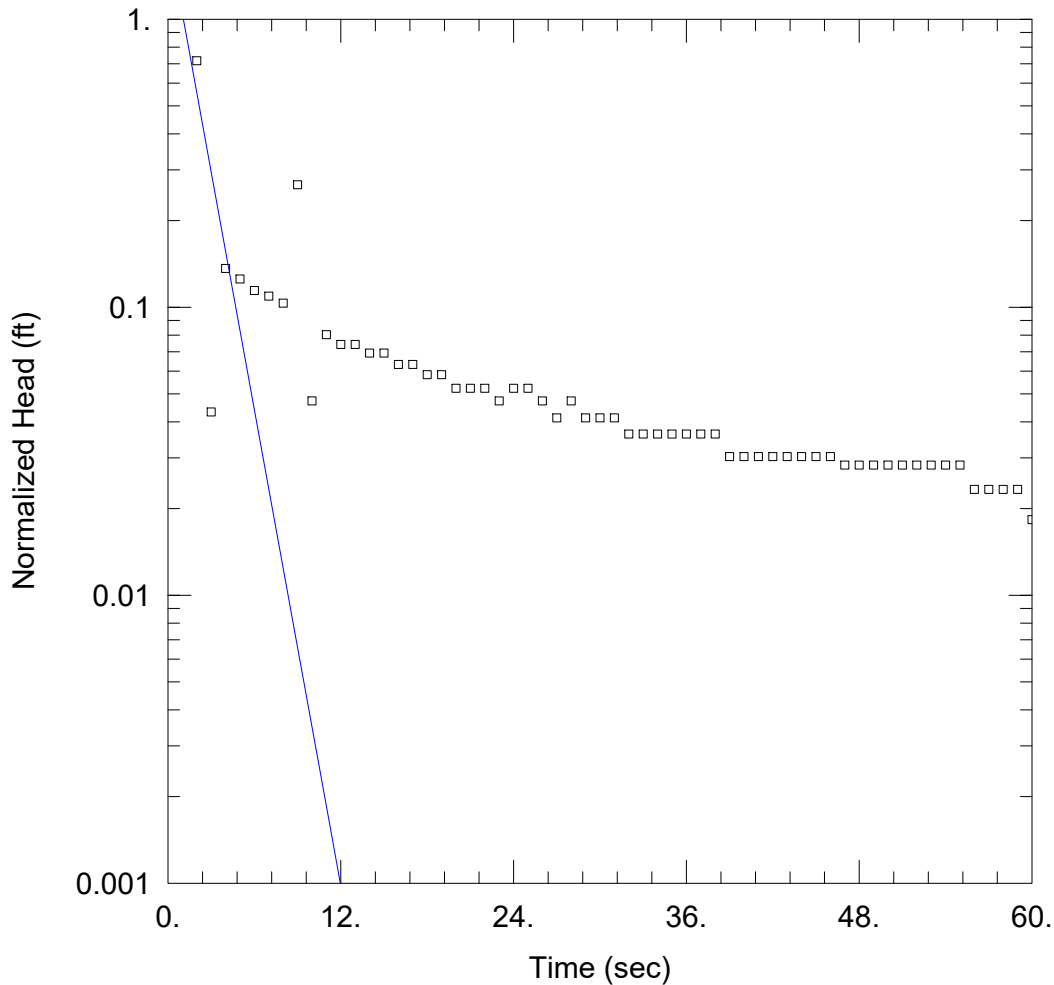
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.004133 cm/sec $y_0 = \underline{1.973}$ ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-1)

Initial Displacement: 1.023 ft
 Static Water Column Height: 13.31 ft
 Total Well Penetration Depth: 16.69 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

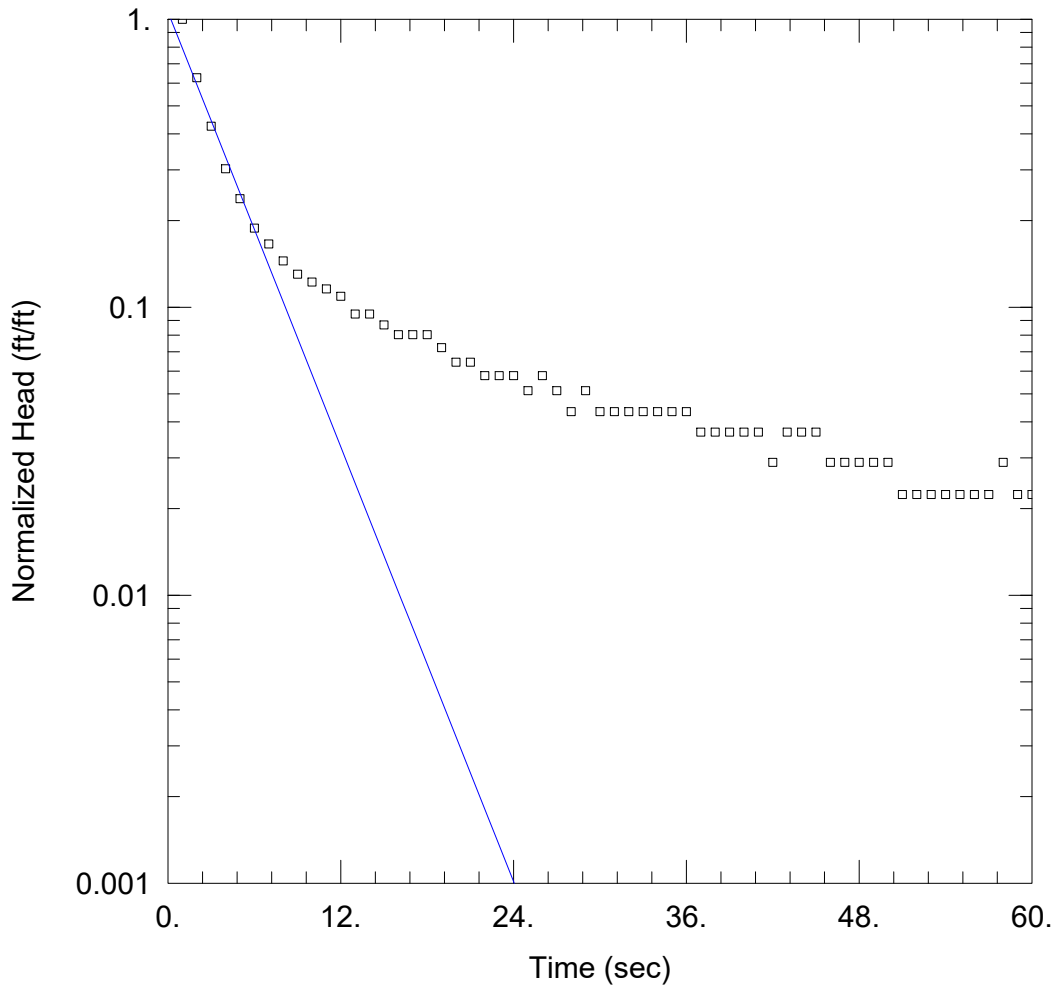
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.00189 cm/sec $y_0 = \underline{-0.8056}$ ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-1)

Initial Displacement: -0.76 ft
 Static Water Column Height: 13.31 ft
 Total Well Penetration Depth: 16.69 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

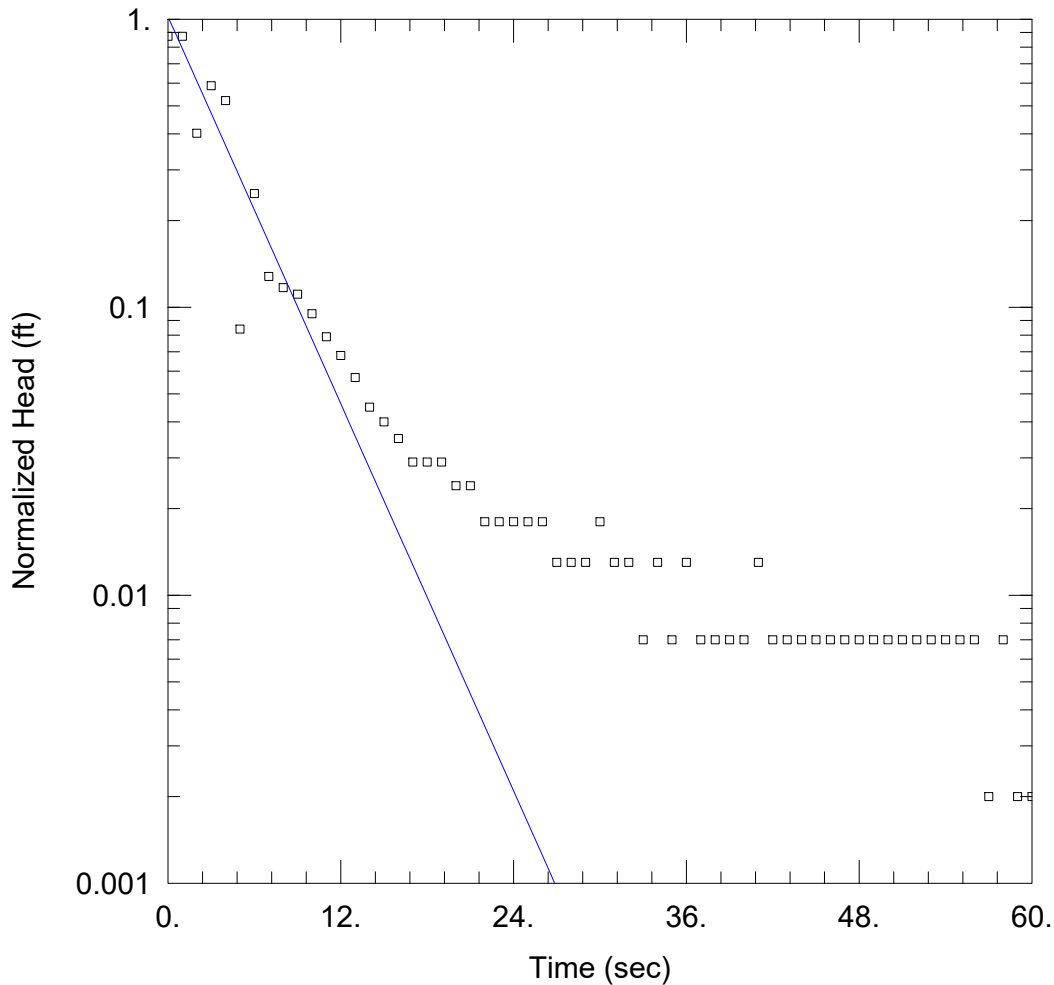
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.001674 cm/sec y0 = 1.023 ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-3)

Initial Displacement: 0.873 ft
 Static Water Column Height: 13.75 ft
 Total Well Penetration Depth: 16.25 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

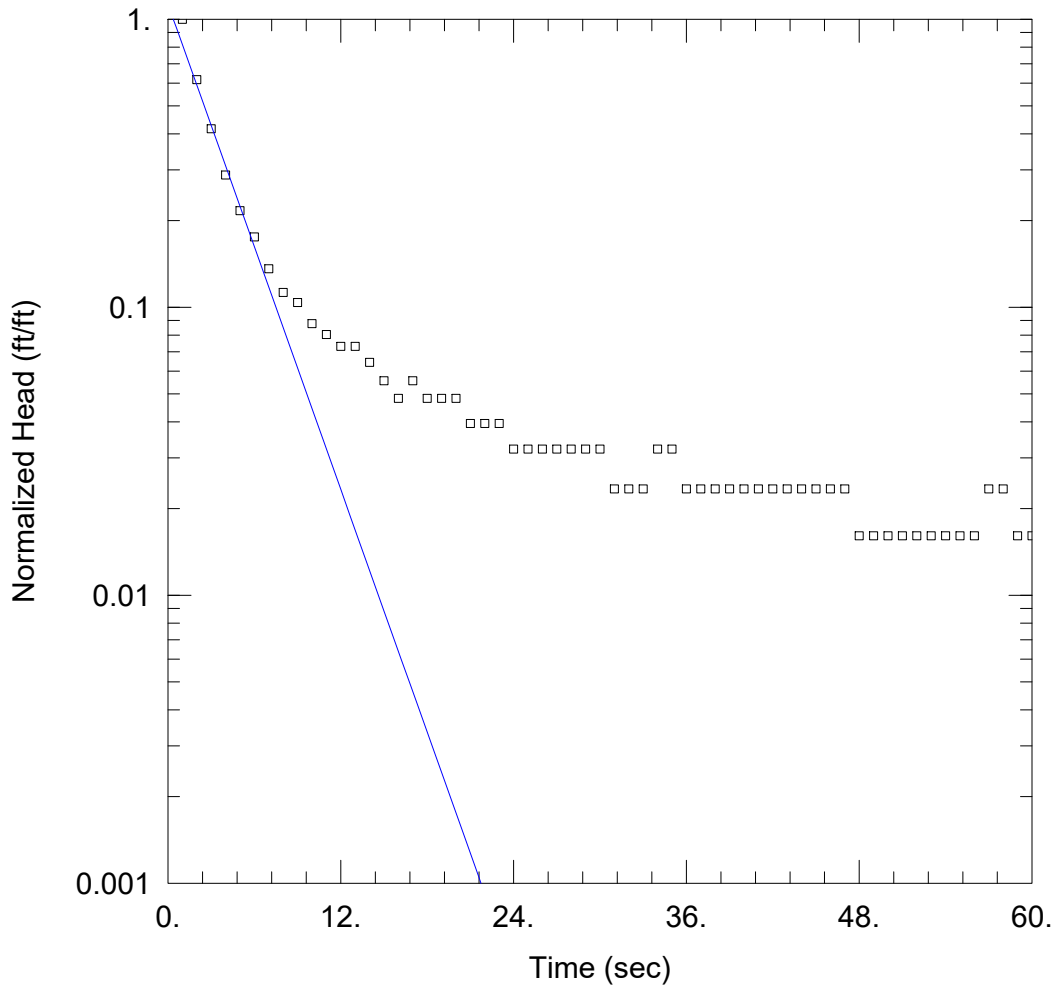
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.002097 cm/sec y0 = -0.7723 ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-3)

Initial Displacement: -0.684 ft
 Static Water Column Height: 13.75 ft
 Total Well Penetration Depth: 16.25 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft



Figure C-4

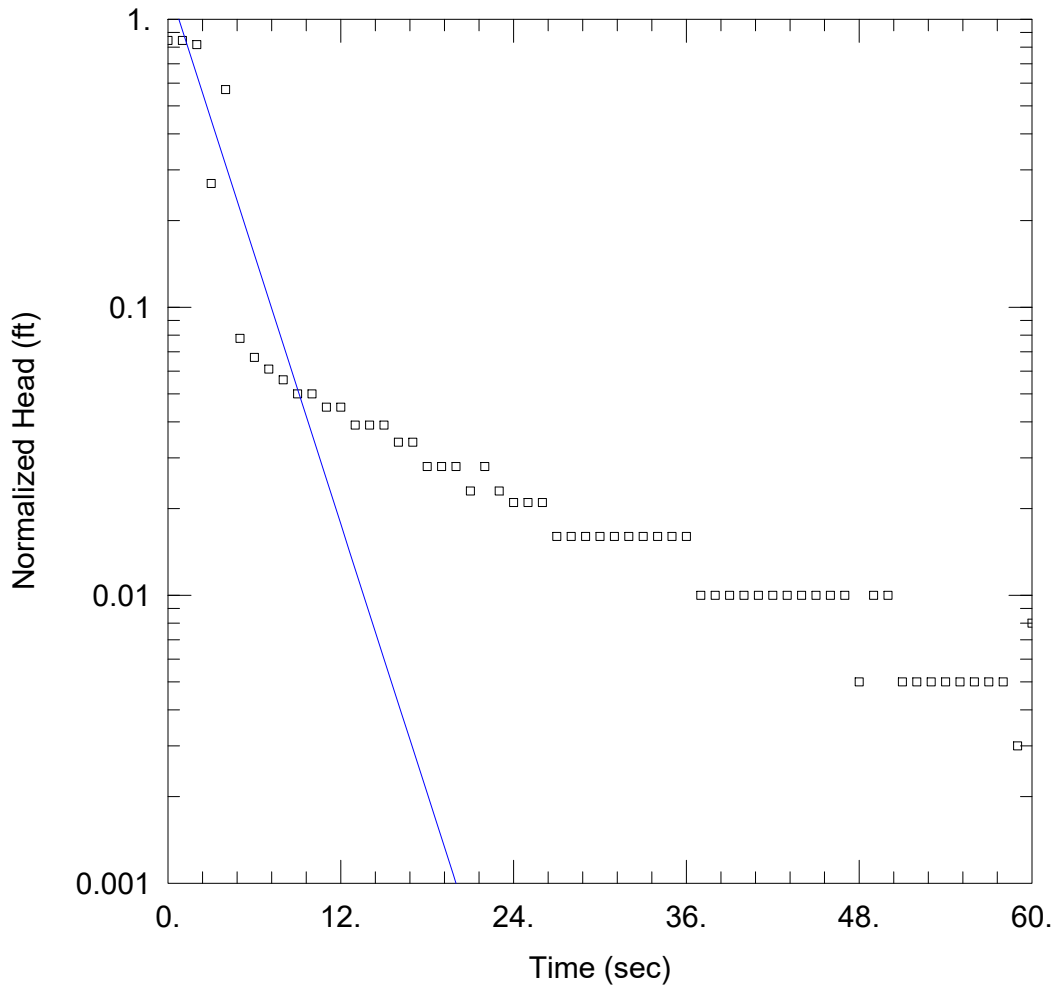
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.002329 cm/sec y0 = 1.312 ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-7)

Initial Displacement: 0.844 ft
 Static Water Column Height: 13.71 ft
 Total Well Penetration Depth: 16.29 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

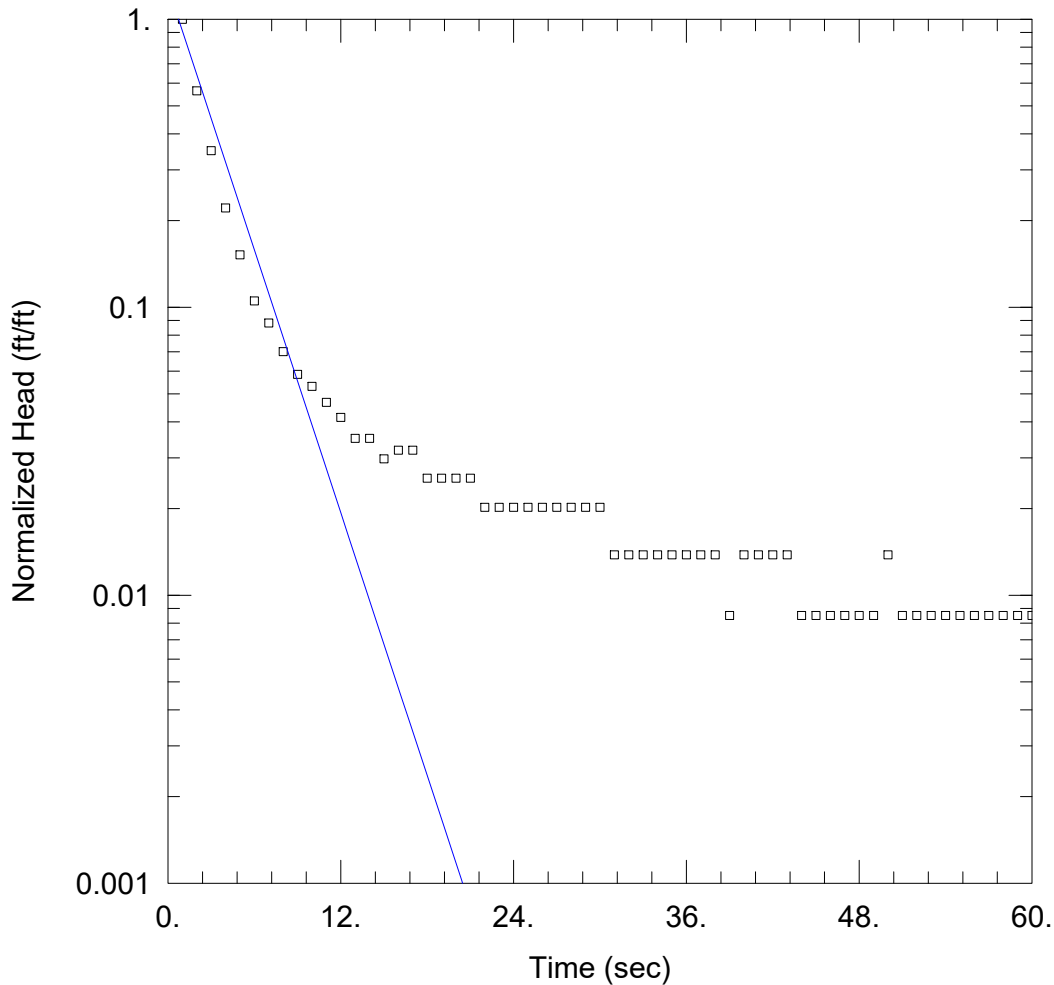
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.002272 cm/sec y0 = -1.217 ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-7)

Initial Displacement: -0.941 ft
 Static Water Column Height: 13.71 ft
 Total Well Penetration Depth: 16.29 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

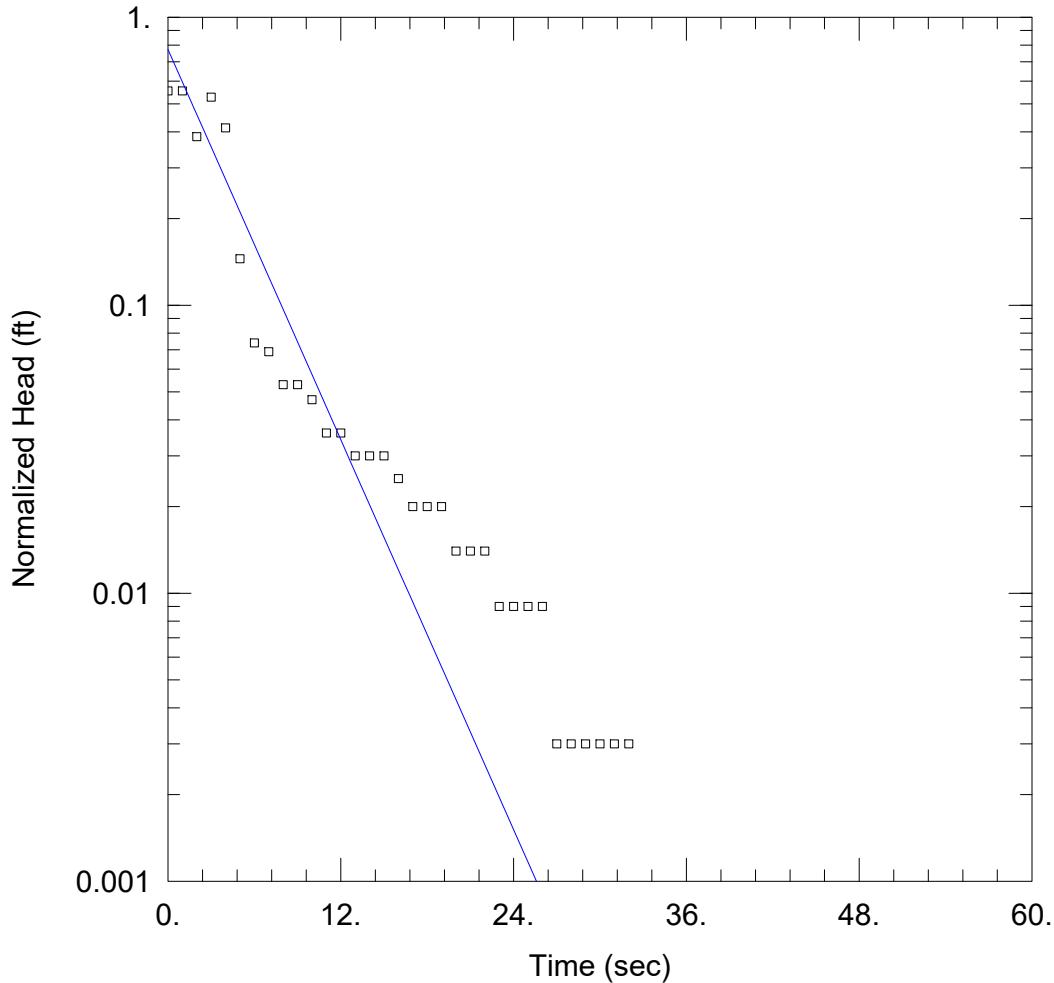
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 $K = 0.001714$ cm/sec $y_0 = 0.7729$ ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (K_z/K_r): 1.

WELL DATA (PG-8)

Initial Displacement: 0.555 ft
 Static Water Column Height: 12.38 ft
 Total Well Penetration Depth: 17.62 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

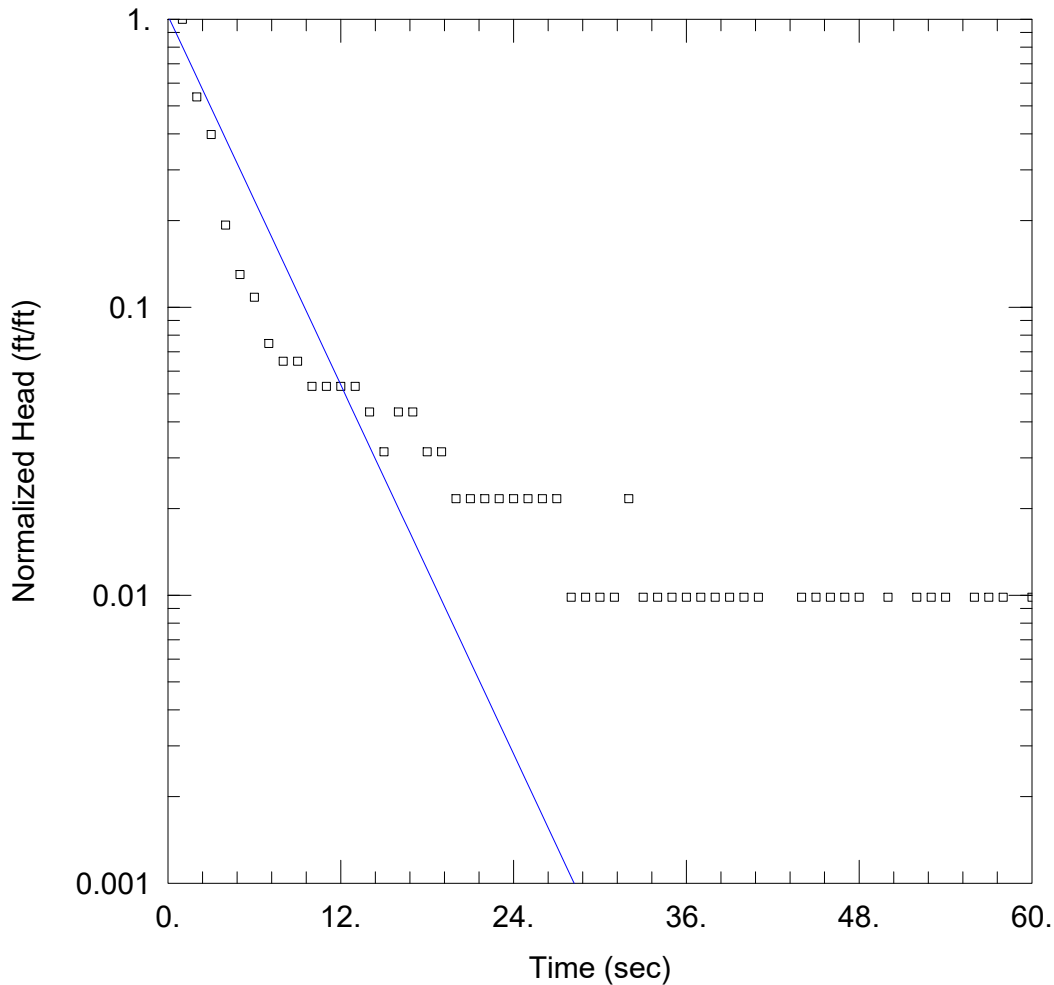
WELL TEST ANALYSIS

Prepared By:
PanGEO, Inc.

Prepared For:
Parametrix

Project:
22-350

Location:
19th Ave NE, Tulalip, WA



SOLUTION

Aquifer Model: Unconfined
 Solution Method: Bouwer-Rice
 K = 0.001622 cm/sec y0 = -0.5227 ft

AQUIFER DATA

Saturated Thickness: 40. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (PG-8)

Initial Displacement: -0.508 ft
 Static Water Column Height: 12.38 ft
 Total Well Penetration Depth: 17.62 ft
 Screen Length: 15. ft
 Casing Radius: 0.0842 ft
 Well Radius: 0.3333 ft

APPENDIX D

SOIL SAMPLE PHOTOS

**Photos of Select Soil Samples
Boring PG-2**

PG-2; Sample-2: 5 feet



PG-2; Sample-3: 7.5 feet



PG-2; Sample-4: 10 feet



Figure D-1

**Photos of Select Soil Samples
Boring PG-2**

PG-2; Sample-5: 15 feet



PG-2; Sample-6: 20 feet



PG-2; Sample-7: 25 feet



Figure D-2

**Photos of Select Soil Samples
Boring PG-2**

PG-2; Sample-8: 30 feet



PG-2; Sample-9: 35 feet



PG-2; Sample-10: 40 feet



Figure D-3

**Photos of Select Soil Samples
Boring PG-2**

PG-2; Sample-11: 45 feet



PG-2; Sample-12: 50 feet



**Photos of Select Soil Samples
Boring PG-7**

PG-7; Sample-1: 2.5 feet



PG-7; Sample-2: 5 feet



PG-7; Sample-3: 7.5 feet



Figure D-5

**Photos of Select Soil Samples
Boring PG-7**

PG-7; Sample-4: 10 feet



PG-7; Sample-5: 15 feet



PG-7; Sample-6: 20 feet



Figure D-6

**Photos of Select Soil Samples
Boring PG-7**

PG-7; Sample-7: 25 feet



PG-7; Sample-8: 30 feet



PG-7; Sample-9: 35 feet



Figure D-7

**Photos of Select Soil Samples
Boring PG-7**

PG-7; Sample-10: 40 feet



PG-7; Sample-11: 45 feet



PG-7; Sample-12: 50 feet



Figure D-8

Appendix D

Davis-Bacon Wages

"General Decision Number: WA20240001 03/08/2024
 Superseded General Decision Number: WA20230001
 State: Washington
 Construction Type: Highway
 Counties: Washington Statewide.
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin
 Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
3	03/08/2024

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHAKIYAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIVERS.....	\$ 44.97	16.87

DEPTH PAY:
 50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

 CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88
GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
 101-150 feet \$3.00 per foot
 151-220 feet \$4.00 per foot
 221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
 26-300 feet \$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
 CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

 ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

 * ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour
 Zone 2: 51-70 miles \$3.50/hour
 Zone 3: 71-90 miles \$5.50/hour
 Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

 * ELEC0048-029 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 60.50	28.64

 * ELEC0073-001 08/01/2023

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	16.03

 * **ELEC0076-002 02/02/2024**

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 64.38	25.64
ELECTRICIAN.....	\$ 58.53	25.47

 ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2023

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.93	25.57
Group 1AA.....	\$ 55.75	25.57
Group 1AAA.....	\$ 56.54	25.57
Group 1.....	\$ 54.13	25.57
Group 2.....	\$ 53.42	25.57
Group 3.....	\$ 52.83	25.57
Group 4.....	\$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00
 Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0612-001 06/01/2023

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead, 6 yards to, but not
including, 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9 HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon; Scrapers-
self-propelled 45 yards and over; Slipform pavers;
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-Overhead, bridge type, 20 tons through
44 tons; Chipper; Concrete pump-truck mount with boom
attachment; Crusher; Deck engineer/deck winches (power);
Drilling machine; Excavator, shovel, backhoe-3 yards and
under; Finishing machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Loaders, overhead under 6
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;
Mixers, asphalt plant; Motor patrol graders, finishing;
Piledriver (other than crane mount); Roto-mill, roto-
grinder; Screedman, spreader, topside operator-Blaw Knox,
Cedar Rapids, Jaeger, Caterpillar, Barbar Green;
Scraper-self- propelled, hard tail end dump, articulating
off-road equipment- under 45 yards; Subgrader trimmer;
Tractors, backhoe over 75 hp; Transfer material service
machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane
oiler/driver-100 tons and over; Truck Mount Portable
Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

 ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIYAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	\$ 30.88	15.70
GROUP 2	\$ 33.72	15.70
GROUP 3	\$ 34.03	15.70
GROUP 4	\$ 34.33	15.70
GROUP 5	\$ 34.64	15.70
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunitite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

 * LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,
 CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,
 LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,
 WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 34.97	15.70

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
 TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
 TOWNSEND, PT. ANGELES, AND BREMERTON

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
- ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

- ZONE 1 - Projects within 25 radius miles of the respective city hall
- ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
 ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
 ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline).

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
 Zone 2 \$ 0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

 GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 35.45	14.92
Spray and Sandblasting.....	\$ 35.45	14.92

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2023

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):
 Zone 2 - \$0.65
 Zone 3 - 1.15
 Zone 4 - 1.70
 Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA
COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

