

The Tulalip Tribes of Washington



**I-5 / 4th ST and 88th ST NE
Corridor Improvements**

Tulalip Tribes Project No. 2026-014

Contract Documents

June 2026

Volume 1 of 4

I-5 / 4th ST and 88th ST NE Corridor Improvements

Tulalip Tribes Project No.: 2026-014

Contract Documents

Prepared for

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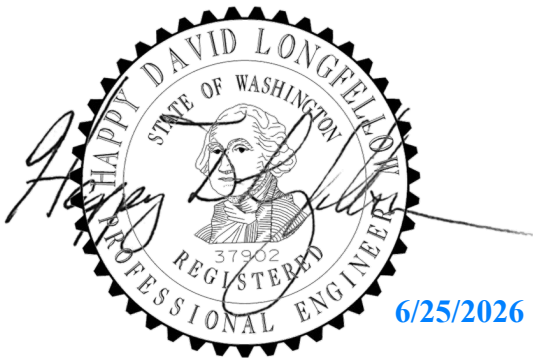
CERTIFICATION

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.



6/25/2026

Prepared by Steve Olling, PE



6/25/2026

Approved by Happy Longfellow, PE

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The Tulalip Tribes of Washington

Notice to Bidders

Sealed bid proposals will be received by the Tulalip Tribes of Washington, at the Job Shack Site located at 11404 - 34th Avenue NE, Tulalip, WA for the following Project:

Tulalip Tribes Project No.: 2026-014

I-5 / 4th ST and 88th ST NE Corridor Improvements Project in accordance with the Drawings and Specifications prepared by: Parametrix, 206.394.3649, HLongfellow@parametrix.com. The Roads and Transportation Managers for the Project are Christina Parker, christinaparker@tulaliptribes-nsn.gov, and Nicole Smith, nicolesmith@tulaliptribes-nsn.gov.

I-5 / 4th ST and 88th ST NE Corridor Improvements Project includes the improvement to the existing I-5 interchanges and the corridors of Marine Drive NE / 4th Street / SR 528 and 88th Street NE. The project constructs seven roundabouts replacing signalized intersections along both corridors. The project also constructs a new bridge over Coho Creek on 88th Street NE (replacing an existing culvert), new and replaced retaining walls, new stormwater treatment and conveyance systems, enhancements to Coho Creek and surrounding critical areas, landscaping, illumination, permanent signing, ITS, and other work.

The majority of the project footprint is located within the boundaries of the Tulalip Indian Reservation.

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

A non-mandatory pre-bid meeting will be held on Wednesday July 8, 2026 at 10:00 a.m., at the following location: 11404 - 34th Avenue NE, Tulalip, WA.

Sealed bids will be received for: **I-5 / 4th ST and 88th ST NE Corridor Improvements** Project until August 10, 2026, at 2:00 PM, at which time all bids will be opened and read aloud at the 11404 - 34th Avenue NE Job Shack Site. All required bid documentation shall be submitted to the 11404 - 34th Avenue NE Job Shack Site 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 Site: <https://www.tulaliptribes-nsn.gov/Visitors/RequestsForProposal> or the Builders Exchange Site: www.bxwa.com and clicking on “Posted Projects”, “Public Works”, “Tribal Agencies”, and “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.

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The Tulalip Tribes of Washington

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as set forth herein. Successful Bidder shall also provide the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington for the Project identified as I-5 / 4th ST and 88th ST NE Corridor Improvements Project No.: 2026-014 ("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 Tulalip Tribes of Washington.

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 Tulalip Tribes of Washington.

Agreed to and accepted:

Company Name: _____

Signature: _____

Title: _____

Printed Name: _____

DATE: _____

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The Tulalip Tribes of Washington

INSTRUCTIONS TO BIDDERS

The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington'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 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 all the 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 Not Used.

1.1.7.4 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB and NAOB Subcontractors and Suppliers:

1.1.7.4.1 Bidder shall contract with a minimum number of five (5) certified NAOB firms of which three (3) must be certified Tulalip Tribal Member NAOB firms to be considered responsive and responsible.

- 1.1.7.4.2 Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB and NAOB Subcontractors and Suppliers.
- 1.1.7.4.3 Bidders shall list their Tulalip Tribal Member NAOB and NAOB Subcontractors and Suppliers on the Bid Form in Section IV, pursuant to paragraph IB 3.5.6.
- 1.1.7.5 Not Used.
- 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 Tulalip Tribes of Washington 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 A non-mandatory pre-bid meeting will be held on Wednesday, July 8, 2026 at 10:00 a.m., at the following location: 11404 34th Ave NE, Tulalip, WA

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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington before the time scheduled for the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington may reject the bid of any Bidder who has engaged in collusive bidding.
- 3.4.3 The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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:
 - 3.5.7.1.2.1 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 Tulalip Tribes of Washington 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 TULALIP TRIBES OF WASHINGTON

- 3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Tulalip Tribes of Washington.
 - 3.6.3.2 If all protests are rejected in the Tulalip Tribes of Washington's discretion the award of the Contract shall be affirmed by the Tulalip Tribes of Washington or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

- 3.7.1 The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington reserves the right to rescind any Notice of Intent to Award if the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, provided the Bidder makes a request in writing and the request is received by the Tulalip Tribes of Washington prior to the time of the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington may award the Contract to another Bidder the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington.

4.3 REFUSAL BY TULALIP TRIBES OF WASHINGTON TO ACCEPT WITHDRAWAL

- 4.3.1 If the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington within ten (10) days after the bid

opening and an order shall be issued by the Tulalip Tribes of Washington allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington.

5.2.1.2 The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington.
- 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 Tulalip Tribes of Washington awards the Contract to another Bidder which the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington then awards a Contract to another Bidder which the Tulalip Tribes of Washington 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 responsible Bidder, as applicable, and another Bidder which the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington does not award the Contract to another Bidder which the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington may award the Contract to another Bidder which the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington to cancel the Notice of Intent to Award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, or resubmit the Contract for bidding, at the discretion of the Tulalip Tribes of Washington.

7.1.1.2 The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington and with respect to whom the Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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, 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. The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Tulalip Tribes of Washington 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 Tulalip Tribes of Washington shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) calendar 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 Acknowledgment 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 Tulalip Tribes of Washington

BID PROPOSAL FORM

Project Name: I-5 / 4th ST and 88th ST NE Corridor Improvements Date of Bid: _____

Location of Project: I-5 / 4th ST and 88th ST NE
Tulalip, WA 98271

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 Tulalip Tribes of Washington 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:

Tulalip Tribes Project No.: 2026-014 I-5 / 4th ST and 88th ST NE Corridor Improvements Project

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

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BID SCHEDULE

TULALIP TRIBES

I-5 4TH ST AND 88TH ST NE CORRIDOR IMPROVEMENTS PROJECT

SCHEDULE OF PRICES

SCHEDULES A THROUGH L

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

Schedule A – Marine Dr NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
A1	MOBILIZATION	L.S.	1	\$	\$
A2	CLEARING AND GRUBBING	ACRE	1.14	\$	\$
A3	REMOVING DRAINAGE STRUCTURE	EACH	12	\$	\$
A4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
A5	REMOVING CEMENT CONC. SIDEWALK	S.Y.	128	\$	\$
A6	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	661	\$	\$
SECTION 2: GRADING					
A7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	7,534	\$	\$
A8	GRAVEL BORROW INCL. HAUL	TON	1,321	\$	\$
A9	EMBANKMENT COMPACTION	C.Y.	710	\$	\$
A10	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
A11	QUARRY SPALLS	C.Y.	8	\$	\$
A12	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	148	\$	\$
A13	DRAIN PIPE 6 IN. DIAM.	L.F.	8	\$	\$
A14	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 4 IN. DIAM.	L.F.	31	\$	\$
A15	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	974	\$	\$
SECTION 5: STORM SEWER					
A16	CATCH BASIN TYPE 1	EACH	37	\$	\$
A17	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	10	\$	\$
A18	TESTING STORM SEWER PIPE	L.F.	2,222	\$	\$
A19	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	1,217	\$	\$
A20	STORMWATER TREATMENT VAULT OPTION 1 - STANDARD	EACH	1	\$	\$

Schedule A – Marine Dr NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A21	STORMWATER TREATMENT VAULT OPTION 1 - LARGE	EACH	1	\$	\$
A22	STORMWATER TREATMENT VAULT OPTION 2 - STANDARD	EACH	1	\$	\$
SECTION 6: SANITARY SEWER					
A23	ADJUST MANHOLE	EACH	2	\$	\$
SECTION 8: STRUCTURES					
A24	STRUCTURAL EARTH WALL	S.F.	480	\$	\$
A25	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	75	\$	\$
A26	GRAVEL BORROW FOR STRUCTURAL EARTH WALL	C.Y.	174	\$	\$
A27	TEXTURED CEMENT CONC. PAVEMENT CLASS 4000 FOR TRUCK APRON	S.Y.	265	\$	\$
SECTION 9: SURFACING					
A28	CRUSHED SURFACING BASE COURSE	TON	5,256	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
A29	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	163	\$	\$
A30	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	663	\$	\$
SECTION 14: HOT MIX ASPHALT					
A31	PLANING BITUMINOUS PAVEMENT	S.Y.	390	\$	\$
A32	HMA CL. 1/2 IN. PG 58H-22	TON	5,389	\$	\$
A33	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 19,410	\$ 19,410
A34	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 12,940	\$ 12,940
A35	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 27,300	\$ 27,300
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
A36	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
A37	SILT FENCE	L.F.	2,165	\$	\$
A38	ESC LEAD	DAY	180	\$	\$
A39	TOPSOIL TYPE A	C.Y.	883	\$	\$
A40	CHECK DAM	L.F.	30	\$	\$
A41	STREET CLEANING	HR	450	\$	\$
A42	INLET PROTECTION	EACH	71	\$	\$
A43	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 24,000	\$ 24,000
A44	SOIL AMENDMENT	ACRE	1.02	\$	\$
A45	PSIPE, MAHONIA REPENS, #1 CONT.	EACH	156	\$	\$

Schedule A – Marine Dr NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A46	PSIPE, BLUE OAT GRASS, #2 CONT.	EACH	114	\$	\$
A47	SEEDED LAWN INSTALLATION	S.Y.	4,612	\$	\$
A48	BARK OR WOOD CHIP MULCH	C.Y.	28	\$	\$
A49	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 18: TRAFFIC					
A50	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	502	\$	\$
A51	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,957	\$	\$
A52	CEMENT CONC. TRAFFIC CURB	L.F.	1,177	\$	\$
A53	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	190	\$	\$
A54	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	271	\$	\$
A55	CEMENT CONC. PEDESTRIAN CURB	L.F.	380	\$	\$
A56	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	L.F.	125	\$	\$
A57	TEMPORARY BARRIER	L.F.	1,650	\$	\$
A58	TEMPORARY IMPACT ATTENUATOR	EACH	2	\$	\$
A59	RESETTING IMPACT ATTENUATOR	EACH	1	\$	\$
A60	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	15,789	\$	\$
A61	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	2	\$	\$
A62	PROFIED PLASTIC LINE	L.F.	3,470	\$	\$
A63	PROFIED PLASTIC WIDE LINE	L.F.	1,740	\$	\$
A64	PLASTIC CROSSWALK LINE	S.F.	760	\$	\$
A65	PLASTIC TRAFFIC ARROW	EACH	22	\$	\$
A66	PLASTIC YIELD LINE SYMBOL	EACH	40	\$	\$
A67	PERMANENT SIGNING	L.S.	1	\$	\$
A68	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - TULALIP	L.S.	1	\$	\$
A69	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
A70	ILLUMINATION SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
A71	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - TULALIP	L.S.	1	\$	\$
A72	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$

Schedule A – Marine Dr NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 19: OTHER ITEMS					
A73	ADJUST CATCH BASIN	EACH	5	\$	\$
A74	ADJUST MANHOLE	EACH	2	\$	\$
A75	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	EACH	6	\$	\$
A76	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
A77	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	5,613	\$	\$
A78	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	10,601	\$	\$
A79	GRAVEL BACKFILL FOR DRAIN	C.Y.	115	\$	\$
A80	STRUCTURE SURVEYING	L.S.	1	\$	\$
A81	ROADWAY SURVEYING	L.S.	1	\$	\$
A82	LICENSED SURVEYING	EST.	1	\$ 1,500	\$ 1,500
A83	CEMENT CONC. SIDEWALK	S.Y.	1,635	\$	\$
A84	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	S.Y.	95	\$	\$
A85	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	EACH	1	\$	\$
A86	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	4	\$	\$
A87	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	2	\$	\$
A88	CEMENT CONC. CURB RAMP TYPE PARALLEL B	EACH	1	\$	\$
A89	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION A	EACH	2	\$	\$
A90	CEMENT CONC. CURB RAMP TYPE COMBINATION	EACH	1	\$	\$
A91	DETECTABLE WARNING SURFACE	S.F.	204	\$	\$
A92	CONNECTION TO DRAINAGE STRUCTURE	EACH	6	\$	\$
A93	ROADSIDE CLEANUP	EST.	1	\$ 6,000	\$ 6,000
A94	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	S.Y.	280	\$	\$
A95	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	7,665	\$	\$
A96	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 7,500	\$ 7,500
A97	MINOR CHANGE	EST.	1	\$ 160,000	\$ 160,000
A98	RECORD DRAWINGS	L.S.	1	\$	\$
A99	SPCC PLAN	L.S.	1	\$	\$
A100	PEDESTRIAN HANDRAIL	L.F.	86	\$	\$
A101	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 75,000	\$ 75,000

Schedule A – Marine Dr NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A102	OBSERVATION WELL	EACH	2	\$	\$
A103	DEBRIS BARRIER	EACH	2	\$	\$
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE A (Including TERO):			\$	

Schedule B – 4th Street / SR 528 – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
B1	MOBILIZATION	L.S.	1	\$	\$
B2	CLEARING AND GRUBBING	ACRE	1.34	\$	\$
B3	REMOVING DRAINAGE STRUCTURE	EACH	6	\$	\$
B4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
B5	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	92	\$	\$
SECTION 2: GRADING					
B6	ROADWAY EXCAVATION INCL. HAUL	C.Y.	7,951	\$	\$
B7	GRAVEL BORROW INCL. HAUL	TON	1,330	\$	\$
B8	EMBANKMENT COMPACTION	C.Y.	716	\$	\$
B9	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
B10	CEMENT CONC. GUTTER	L.F.	393	\$	\$
B11	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	390	\$	\$
B12	DRAIN PIPE 6 IN. DIAM.	L.F.	63	\$	\$
B13	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	1,306	\$	\$
B14	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 18 IN. DIAM.	L.F.	77	\$	\$
B15	SEWER CLEANOUT	EACH	4	\$	\$
SECTION 5: STORM SEWER					
B16	CATCH BASIN TYPE 1	EACH	35	\$	\$
B17	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	11	\$	\$
B18	TESTING STORM SEWER PIPE	L.F.	1,681	\$	\$
B19	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	201	\$	\$
B20	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	97	\$	\$
B21	MANHOLE 120 IN. DIAM. TYPE I	EACH	1	\$	\$
B22	STORMWATER TREATMENT VAULT OPTION 1 - STANDARD	EACH	1	\$	\$
B23	STORMWATER TREATMENT VAULT OPTION 1 - LARGE	EACH	1	\$	\$
B24	STORMWATER TREATMENT VAULT OPTION 2 - STANDARD	EACH	3	\$	\$
B25	STORMWATER TREATMENT VAULT OPTION 2 - LARGE	EACH	1	\$	\$

Schedule B – 4th Street / SR 528 – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 8: STRUCTURES					
B26	TEXTURED CEMENT CONC. PAVEMENT CLASS 4000 FOR TRUCK APRON	S.Y.	370	\$	\$
B27	SHAFT - 30 IN. DIAMETER	L.F.	3,129	\$	\$
B28	FURNISHING SOLDIER PILE HP14X117	L.F.	1,559	\$	\$
B29	FURNISHING SOLDIER PILE W18X211	L.F.	1,568	\$	\$
B30	LAGGING	S.F.	2,913	\$	\$
B31	CONCRETE FASCIA PANEL	S.F.	3,795	\$	\$
B32	PREFABRICATED DRAINAGE MAT	S.Y.	235	\$	\$
B33	REMOVING SOLDIER PILE SHAFT OBSTRUCTION	L.S.	1	\$	\$
B34	STRUCTURAL CARBON STEEL	L.S.	1	\$	\$
B35	BRIDGE RAILING TYPE CHAIN LINK PIPE RAIL	L.F.	391	\$	\$
SECTION 9: SURFACING					
B36	CRUSHED SURFACING BASE COURSE	TON	4,819	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
B37	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	234	\$	\$
B38	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	514	\$	\$
SECTION 14: HOT MIX ASPHALT					
B39	PLANING BITUMINOUS PAVEMENT	S.Y.	230	\$	\$
B40	HMA CL. 1/2 IN. PG 58H-22	TON	4,681	\$	\$
B41	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 16,860	\$ 16,860
B42	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 11,240	\$ 11,240
B43	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 13,050	\$ 13,050
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
B44	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
B45	TEMPORARY IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
B46	SILT FENCE	L.F.	584	\$	\$
B47	ESC LEAD	DAY	180	\$	\$
B48	TOPSOIL TYPE A	C.Y.	89	\$	\$
B49	SEEDING FERTILIZING AND MULCHING	ACRE	0.46	\$	\$
B50	WATTLE	L.F.	418	\$	\$
B51	CHECK DAM	L.F.	105	\$	\$
B52	STREET CLEANING	HR	150	\$	\$

Schedule B – 4th Street / SR 528 – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
B53	INLET PROTECTION	EACH	90	\$	\$
B54	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 48,000	\$ 48,000
B55	SOIL AMENDMENT	ACRE	1.40	\$	\$
B56	PSIPE, VINE MAPLE, #2 CONT.	EACH	25	\$	\$
B57	PSIPE, DOUGLAS FIR, #2 CONT.	EACH	102	\$	\$
B58	PSIPE, WESTERN SERVICEBERRY, #1 CONT.	EACH	297	\$	\$
B59	PSIPE, TALL OREGON GRAPE, #1 CONT.	EACH	297	\$	\$
B60	PSIPE, PACIFIC NINEBARK, #1 CONT.	EACH	99	\$	\$
B61	PSIPE, RED FLOWERING CURRANT, #1 CONT.	EACH	297	\$	\$
B62	PSIPE, NOOTKA ROSE, #1 CONT.	EACH	495	\$	\$
B63	PSIPE, SNOWBERRY, #1 CONT.	EACH	495	\$	\$
B64	PSIPE, SWORD FERN, #1 CONT.	EACH	1,349	\$	\$
B65	SEEDED LAWN INSTALLATION	S.Y.	536	\$	\$
B66	BARK OR WOOD CHIP MULCH	C.Y.	446	\$	\$
B67	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 18: TRAFFIC					
B68	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	1	\$	\$
B69	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	1,144	\$	\$
B70	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	2,120	\$	\$
B71	CEMENT CONC. TRAFFIC CURB	L.F.	50	\$	\$
B72	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	402	\$	\$
B73	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	692	\$	\$
B74	CEMENT CONC. PEDESTRIAN CURB	L.F.	245	\$	\$
B75	TEMPORARY BARRIER	L.F.	2,110	\$	\$
B76	TEMPORARY IMPACT ATTENUATOR	EACH	5	\$	\$
B77	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	34,324	\$	\$
B78	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	13	\$	\$
B79	TEMPORARY CROSSWALK LINE - SHORT DURATION	S.F.	1,155	\$	\$
B80	FLEXIBLE GUIDE POST	EACH	33	\$	\$
B81	PROFILED PLASTIC LINE	L.F.	2,740	\$	\$

Schedule B – 4th Street / SR 528 – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
B82	PROFILED PLASTIC WIDE LINE	L.F.	3,490	\$	\$
B83	PLASTIC CROSSWALK LINE	S.F.	660	\$	\$
B84	PLASTIC TRAFFIC ARROW	EACH	26	\$	\$
B85	PLASTIC TRAFFIC LETTER	EACH	14	\$	\$
B86	PERMANENT SIGNING	L.S.	1	\$	\$
B87	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - WSDOT	L.S.	1	\$	\$
B88	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
B89	ILLUMINATION SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
B90	ILLUMINATION SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
B91	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - WSDOT	L.S.	1	\$	\$
B92	ITS SYSTEM COMPLETE	L.S.	1	\$	\$
B93	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
B94	ADJUST CATCH BASIN	EACH	8	\$	\$
B95	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	EACH	5	\$	\$
B96	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
B97	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	2,094	\$	\$
B98	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	4,880	\$	\$
B99	STRUCTURE SURVEYING	L.S.	1	\$	\$
B100	ROADWAY SURVEYING	L.S.	1	\$	\$
B101	LICENSED SURVEYING	EST.	1	\$ 3,000	\$ 3,000
B102	CEMENT CONC. SIDEWALK	S.Y.	1,846	\$	\$
B103	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	8	\$	\$
B104	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	3	\$	\$
B105	DETECTABLE WARNING SURFACE	S.F.	240	\$	\$
B106	CONNECTION TO DRAINAGE STRUCTURE	EACH	6	\$	\$
B107	ROADSIDE CLEANUP	EST.	1	\$ 13,000	\$ 13,000
B108	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	5,675	\$	\$
B109	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 16,250	\$ 16,250
B110	MINOR CHANGE	EST.	1	\$ 285,000	\$ 285,000
B111	RECORD DRAWINGS	L.S.	1	\$	\$
B112	SPCC PLAN	L.S.	1	\$	\$

Schedule B – 4th Street / SR 528 – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
B113	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 105,000	\$ 105,000
B114	DEBRIS BARRIER	EACH	1	\$	\$
Subtotal:				\$	
TERO (1.75%):				\$	
TOTAL SCHEDULE B (Including TERO):				\$	

Schedule C – 4th Street / SR 528 – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
C1	MOBILIZATION	L.S.	1	\$	\$
C2	CLEARING AND GRUBBING	ACRE	0.47	\$	\$
C3	REMOVING DRAINAGE STRUCTURE	EACH	3.00	\$	\$
C4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
C5	ROADWAY EXCAVATION INCL. HAUL	C.Y.	2,836	\$	\$
C6	GRAVEL BORROW INCL. HAUL	TON	1,120	\$	\$
C7	EMBANKMENT COMPACTION	C.Y.	603	\$	\$
C8	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
C9	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	302	\$	\$
SECTION 5: STORM SEWER					
C10	CATCH BASIN TYPE 1	EACH	27	\$	\$
C11	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	3	\$	\$
C12	TESTING STORM SEWER PIPE	L.F.	777	\$	\$
C13	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	475	\$	\$
SECTION 8: STRUCTURES					
C14	TEXTURED CEMENT CONC. PAVEMENT CLASS 4000 FOR TRUCK APRON	S.Y.	122	\$	\$
SECTION 9: SURFACING					
C15	CRUSHED SURFACING BASE COURSE	TON	2,875	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
C16	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	42	\$	\$
C17	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	249	\$	\$
SECTION 14: HOT MIX ASPHALT					
C18	PLANING BITUMINOUS PAVEMENT	S.Y.	300	\$	\$
C19	HMA CL. 1/2 IN. PG 58H-22	TON	2,576	\$	\$
C20	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 9.280	\$ 9,280
C21	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 6,190	\$ 6,190
C22	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 13,050	\$ 13,050

Schedule C – 4th Street / SR 528 – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
C23	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
C24	TEMPORARY IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
C25	SILT FENCE	L.F.	621	\$	\$
C26	ESC LEAD	DAY	40	\$	\$
C27	TOPSOIL TYPE A	C.Y.	145	\$	\$
C28	SEEDING FERTILIZING AND MULCHING	ACRE	0.40	\$	\$
C29	CHECK DAM	L.F.	135	\$	\$
C30	STREET CLEANING	HR	75	\$	\$
C31	INLET PROTECTION	EACH	6	\$	\$
C32	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 4,000	\$ 4,000
C33	SOIL AMENDMENT	ACRE	0.87	\$	\$
C34	PSIPE, VINE MAPLE, #2 CONT.	EACH	10	\$	\$
C35	PSIPE, DOUGLAS FIR, #2 CONT.	EACH	41	\$	\$
C36	PSIPE, WESTERN SERVICEBERRY, #1 CONT.	EACH	121	\$	\$
C37	PSIPE, ARCTIC-FIRE RED-TWIG DOGWOOD, #2 CONT.	EACH	10	\$	\$
C38	PSIPE, TALL OREGON GRAPE, #1 CONT.	EACH	121	\$	\$
C39	PSIPE, BLIZZARD MOCK ORANGE, #2 CONT.	EACH	3	\$	\$
C40	PSIPE, PACIFIC NINEBARK, #1 CONT.	EACH	40	\$	\$
C41	PSIPE, RED FLOWERING CURRANT, #1 CONT.	EACH	121	\$	\$
C42	PSIPE, NOOTKA ROSE, #1 CONT.	EACH	201	\$	\$
C43	PSIPE, SNOWBERRY, #1 CONT.	EACH	201	\$	\$
C44	PSIPE, COMPACT OREGON GRAPE, #1 CONT.	EACH	10	\$	\$
C45	PSIPE, MAHONIA REPENS, #1 CONT.	EACH	54	\$	\$
C46	PSIPE, SWORD FERN, #1 CONT.	EACH	548	\$	\$
C47	PSIPE, MOUNT VERNON ENGLISH LAUREL, #2 CONT.	EACH	24	\$	\$
C48	PSIPE, RUGOSA ROSE, #1 CONT.	EACH	6	\$	\$
C49	PSIPE, BLUE OAT GRASS, #2 CONT.	EACH	42	\$	\$
C50	SEEDED LAWN INSTALLATION	S.Y.	345	\$	\$
C51	BARK OR WOOD CHIP MULCH	C.Y.	209	\$	\$
C52	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$

Schedule C – 4th Street / SR 528 – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 18: TRAFFIC					
C53	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	690	\$	\$
C54	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	837	\$	\$
C55	CEMENT CONC. TRAFFIC CURB	L.F.	8	\$	\$
C56	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	131	\$	\$
C57	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	217	\$	\$
C58	CEMENT CONC. PEDESTRIAN CURB	L.F.	283	\$	\$
C59	TEMPORARY BARRIER	L.F.	500	\$	\$
C60	TEMPORARY IMPACT ATTENUATOR	EACH	2	\$	\$
C61	PROFIED PLASTIC LINE	L.F.	1,170	\$	\$
C62	PROFIED PLASTIC WIDE LINE	L.F.	470	\$	\$
C63	PLASTIC CROSSWALK LINE	S.F.	200	\$	\$
C64	PLASTIC TRAFFIC ARROW	EACH	5	\$	\$
C65	PERMANENT SIGNING	L.S.	1	\$	\$
C66	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
C67	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	1,333	\$	\$
C68	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	2,926	\$	\$
C69	STRUCTURE SURVEYING	L.S.	1	\$	\$
C70	ROADWAY SURVEYING	L.S.	1	\$	\$
C71	LICENSED SURVEYING	EST.	1	\$ 250	\$ 250
C72	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	2,631		
C73	RECORD DRAWINGS	L.S.	1		
C74	SPCC PLAN	L.S.	1	\$	\$
C75	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 22,500	\$ 22,500
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE C (Including TERO):			\$	

Schedule D – 4th Street / SR 528 – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
D1	MOBILIZATION	L.S.	1	\$	\$
D2	CLEARING AND GRUBBING	ACRE	0.04	\$	\$
D3	REMOVING DRAINAGE STRUCTURE	EACH	4	\$	\$
D4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
D5	ROADWAY EXCAVATION INCL. HAUL	C.Y.	1,257	\$	\$
D6	GRAVEL BORROW INCL. HAUL	TON	30	\$	\$
D7	EMBANKMENT COMPACTION	C.Y.	15	\$	\$
D8	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
D9	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	53	\$	\$
SECTION 5: STORM SEWER					
D10	CATCH BASIN TYPE 1	EACH	2	\$	\$
D11	TESTING STORM SEWER PIPE	L.F.	53	\$	\$
SECTION 6: SANITARY SEWER					
D12	ADJUST MANHOLE	EACH	4	\$	\$
SECTION 9: SURFACING					
D13	CRUSHED SURFACING BASE COURSE	TON	736	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
D14	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	25	\$	\$
SECTION 14: HOT MIX ASPHALT					
D15	PLANING BITUMINOUS PAVEMENT	S.Y.	460	\$	\$
D16	HMA CL. 1/2 IN. PG 58H-22	TON	1,058	\$	\$
D17	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 3,820	\$ 3,820
D18	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 2,540	\$ 2,540
D19	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 5,360	\$ 5,360
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
D20	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
D21	SILT FENCE	L.F.	80	\$	\$
D22	ESC LEAD	DAY	20	\$	\$
D23	TOPSOIL TYPE A	C.Y.	35	\$	\$
D24	STREET CLEANING	HR	75	\$	\$
D25	INLET PROTECTION	EACH	20	\$	\$

Schedule D – 4th Street / SR 528 – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
D26	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 4,000	\$ 4,000
D27	SOIL AMENDMENT	ACRE	0.03	\$	\$
D28	PSIPE, CREEPING JUNIPER, #2 CONT.	EACH	30	\$	\$
D29	SEEDED LAWN INSTALLATION	S.Y.	68	\$	\$
D30	BARK OR WOOD CHIP MULCH	C.Y.	6	\$	\$
D31	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 18: TRAFFIC					
D32	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	241	\$	\$
D33	CEMENT CONC. PEDESTRIAN CURB	L.F.	346	\$	\$
D34	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	L.F.	227	\$	\$
D35	TEMPORARY BARRIER	L.F.	228	\$	\$
D36	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	4,550	\$	\$
D37	PROFIED PLASTIC LINE	L.F.	330	\$	\$
D38	PROFIED PLASTIC WIDE LINE	L.F.	140	\$	\$
D39	PLASTIC CROSSWALK LINE	S.F.	360	\$	\$
D40	PLASTIC STOP LINE	L.F.	36	\$	\$
D41	PERMANENT SIGNING	L.S.	1	\$	\$
D42	ILLUMINATION SYSTEM, COMPLETE - MARYSVILLE	L.S.	1	\$	\$
D43	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
D44	ADJUST CATCH BASIN	EACH	2	\$	\$
D45	ADJUST MANHOLE	EACH	1	\$	\$
D46	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
D47	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	758	\$	\$
D48	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	1,759	\$	\$
D49	STRUCTURE SURVEYING	L.S.	1	\$	\$
D50	ROADWAY SURVEYING	L.S.	1	\$	\$
D51	LICENSED SURVEYING	EST.	1	\$ 250	\$ 250
D52	CEMENT CONC. SIDEWALK	S.Y.	141	\$	\$
D53	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	165	\$	\$
D54	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION B	EACH	4	\$	\$
D55	CONNECTION TO DRAINAGE STRUCTURE	EACH	1	\$	\$

Schedule D – 4th Street / SR 528 – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
D56	ROADSIDE CLEANUP	EST.	1	\$ 1,000	\$ 1,000
D57	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	1,682		
D58	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 1,250	\$ 1,250
D59	MINOR CHANGE	EST.	1	\$ 35,000	\$ 35,000
D60	RECORD DRAWINGS	L.S.	1		
D61	SPCC PLAN	L.S.	1	\$	\$
D62	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 27,500	\$ 27,500
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE D (Including TERO):			\$	

Schedule E – Marine Dr NE / 4th Street – Tulalip Tribes Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
E1	MOBILIZATION	L.S.	1	\$	\$
E2	POTHOLE EXISTING UTILITY	EACH	3	\$	\$
SECTION 2: GRADING					
E3	DEWATERING	L.S.	1	\$	\$
SECTION 7: WATER LINES					
E4	STEEL CASING 22 IN. DIAM.	L.F.	10	\$	\$
E5	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	L.F.	68	\$	\$
E6	CONNECT TO EXISTING WATER MAIN ____ DIAM.	EACH	6	\$	\$
E7	PIPELINE MARKER	EACH	2	\$	\$
E8	ADJUST VALVE BOX	EACH	4	\$	\$
E9	REMOVE EXISTING WATER MAIN - ____ DIAM.	L.F.	68	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
E10	ESC LEAD	DAY	40	\$	\$
E11	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
E12	MINOR CHANGE	EST.	1	\$ 10,000	\$ 10,000
E13	RECORD DRAWINGS	L.S.	1	\$	\$
E14	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 10,000	\$ 10,000
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE E (Including TERO):			\$	

Schedule F – 4th Street / SR 528 – City of Marysville Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
F1	MOBILIZATION	L.S.	1	\$	\$
F2	POTHOLE EXISTING UTILITY	EACH	9	\$	\$
SECTION 2: GRADING					
F3	DEWATERING	L.S.	1	\$	\$
SECTION 7: WATER LINES					
F4	DUCTILE IRON PIPE FOR WATER MAIN 4 IN. DIAM.	L.F.	34	\$	\$
F5	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	L.F.	47	\$	\$
F6	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	L.F.	220	\$	\$
F7	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	L.F.	1,201	\$	\$
F8	CONNECT TO EXISTING WATER MAIN ____ DIAM.	EACH	8	\$	\$
F9	2 IN BLOW OFF ASSEMBLY	EACH	2	\$	\$
F10	PIPELINE MARKER	EACH	4	\$	\$
F11	ADJUST VALVE BOX	EACH	7	\$	\$
F12	REMOVE EXISTING WATER MAIN - ____ DIAM.	L.F.	1,589	\$	\$
F13	GATE VALVE 4 IN.	EACH	1	\$	\$
F14	GATE VALVE 6 IN.	EACH	1	\$	\$
F15	GATE VALVE 8 IN.	EACH	3	\$	\$
F16	GATE VALVE 12 IN.	EACH	6	\$	\$
F17	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	EACH	3	\$	\$
F18	VALVE MARKER POST	EACH	11	\$	\$
F19	FIRE HYDRANT ASSEMBLY WITH 6 IN. GV	EACH	1	\$	\$
F20	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EACH	1	\$	\$
F21	WATER METER CONNECTION - LANDSCAPE	EACH	2	\$	\$
F22	RESETTING EXISTING HYDRANTS	EACH	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
F23	ESC LEAD	DAY	40	\$	\$
F24	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$

Schedule F – 4th Street / SR 528 – City of Marysville Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 19: OTHER ITEMS					
F25	MINOR CHANGE	EST.	1	\$ 10,000	\$ 10,000
F26	RECORD DRAWINGS	L.S.	1	\$	\$
F27	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 10,000	\$ 10,000
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE F (Including TERO):			\$	

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
G1	MOBILIZATION	L.S.	1	\$	\$
G2	CLEARING AND GRUBBING	ACRE	1.19	\$	\$
G3	REMOVING DRAINAGE STRUCTURE	EACH	6	\$	\$
G4	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	65	\$	\$
G5	REMOVING GUARDRAIL	L.F.	225	\$	\$
G6	REMOVING GUARDRAIL ANCHOR	EACH	3	\$	\$
G7	REMOVING CHAIN LINK FENCE	L.F.	50	\$	\$
G8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
G9	ROADWAY EXCAVATION INCL. HAUL	C.Y.	2,530	\$	\$
G10	GRAVEL BORROW INCL. HAUL	TON	7,130	\$	\$
G11	EMBANKMENT COMPACTION	C.Y.	3,750	\$	\$
G12	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
G13	CHANNEL EXCAVATION INCL. HAUL	C.Y.	5,300	\$	\$
G14	QUARRY SPALLS	C.Y.	12	\$	\$
G15	STREAMBED SAND	TON	267	\$	\$
G16	STREAMBED SEDIMENT	TON	690	\$	\$
G17	STREAMBED COBBLES 4 IN.	TON	80	\$	\$
G18	STREAMBED BOULDER TYPE THREE	EACH	6	\$	\$
G19	LARGE WOODY MATERIAL - LOG WITHOUT ROOTWAD DIA 0.75 FT (LOG D, PILE)	EACH	36	\$	\$
G20	LARGE WOODY MATERIAL - LOG WITH ROOTWAD DIA 1.5 FT (LOG C)	EACH	15	\$	\$
G21	LARGE WOODY MATERIAL - LOG WITH ROOTWAD DIA 2 FT (LOG B)	EACH	12	\$	\$
G22	LARGE WOODY MATERIAL - LOG WITH ROOTWAD DIA 2. FT (LOG A)	EACH	5	\$	\$
G23	SLASH	C.Y.	48	\$	\$
G24	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	543	\$	\$
G25	DRAIN PIPE 6 IN. DIAM.	L.F.	20	\$	\$
G26	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	335	\$	\$
G27	TEMPORARY STREAM DIVERSION	L.S.	1	\$	\$
G28	FISH EXCLUSION BLOCK NET MAINTENANCE	EST.	1	\$ 10,000	\$ 10,000

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 5: STORM SEWER					
G29	CATCH BASIN TYPE 1	EACH	30	\$	\$
G30	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	2	\$	\$
G31	CATCH BASIN TYPE 2 48 IN. DIAM. - EXTRA DEPTH	EACH	1	\$	\$
G32	TESTING STORM SEWER PIPE	L.F.	1,513	\$	\$
G33	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	1,178	\$	\$
G34	INFILTRATION VAULT (A)	EACH	1	\$	\$
G35	STORMWATER TREATMENT VAULT OPTION 1 - LARGE	EACH	2	\$	\$
G36	STORMWATER TREATMENT VAULT OPTION 2 - LARGE	EACH	1	\$	\$
G37	MANHOLE 48 IN. DIAM. TYPE I	EACH	2	\$	\$
SECTION 6: SANITARY SEWER					
G38	ADJUST MANHOLE	EACH	6	\$	\$
SECTION 8: STRUCTURES					
G39	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	5,290	\$	\$
G40	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1	\$	\$
G41	CONSTRUCTING 8 FT. DIAM SHAFT	L.F.	800	\$	\$
G42	SHAFT - 36 IN. DIAMETER	L.F.	567	\$	\$
G43	FURNISHING SOLDIER PILE HP14X117	L.F.	161	\$	\$
G44	FURNISHING SOLDIER PILE W18X211	L.F.	1,807	\$	\$
G45	FURNISHING SOLDIER PILE W24x192	L.F.	634	\$	\$
G46	EPOXY-COATED ST. REINF. BAR FOR SIDEWALK EXTENSION	LB.	6,778	\$	\$
G47	ST. REINF. BAR FOR BRIDGE	LB.	70,114	\$	\$
G48	QA SHAFT TEST	EACH	8	\$	\$
G49	CONC. CLASS 4000 FOR BRIDGE	C.Y.	427	\$	\$
G50	CONC. CLASS 4000 FOR SIDEWALK	C.Y.	136	\$	\$
G51	PRESTRESSED CONC. GIRDER WF58G	L.F.	1,177.50	\$	\$
G52	REMOVING SOLDIER PILE SHAFT OBSTRUCTION	L.S.	1	\$	\$
G53	REMOVING SHAFT OBSTRUCTIONS	EST.	1	\$ 100,000	\$ 100,000
G54	STRUCTURAL CARBON STEEL	L.S.	1	\$	\$
G55	LAGGING	S.F.	2,927	\$	\$
G56	TRAFFIC PEDESTRIAN BARRIER	L.F.	368	\$	\$
G57	PEDESTRIAN BARRIER	L.F.	353	\$	\$

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
G58	EXPANSION JOINT SYSTEM COMPRESSION SEAL - SUPERSTR.	L.F.	179	\$	\$
G59	CONCRETE FASCIA PANEL	S.F.	3,160	\$	\$
G60	PREFABRICATED DRAINAGE MAT	S.Y.	213	\$	\$
G61	STRUCTURAL EARTH WALL	S.F.	857	\$	\$
G62	TEXTURED CEMENT CONC. CLASS 4000 FOR TRUCK APRON	S.Y.	205	\$	\$
G63	CONC. CLASS 4000 FOR SIDEWALK EXTENSION	C.Y.	136	\$	\$
G64	BRIDGE APPROACH SLAB	S.Y.	604	\$	\$
G65	BRIDGE RAILING TYPE DECORATIVE RAILING	L.F.	1,103	\$	\$
G66	88TH COHO BRIDGE SUPERSTRUCTURE	L.S.	1	\$	\$
G67	LOW-DENSITY CELLULAR CONCRETE	C.Y.	2,802	\$	\$
G68	MOMENT SLAB PEDESTRIAN BARRIER	L.F.	157	\$	\$
G69	SHEET PILE WALL	L.S.	1	\$	\$
G70	WORK ACCESS	L.S.	1	\$	\$
SECTION 9: SURFACING					
G71	CRUSHED SURFACING BASE COURSE	TON	2,956	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
G72	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	54	\$	\$
G73	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	244	\$	\$
SECTION 14: HOT MIX ASPHALT					
G74	PLANING BITUMINOUS PAVEMENT	S.Y.	300	\$	\$
G75	HMA CL. 1/2 IN. PG 58H-22	TON	2,832	\$	\$
G76	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 10,196	\$ 10,196
G77	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 6,797	\$ 6,797
G78	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 12,914	\$ 12,914
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
G79	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
G80	SILT FENCE	L.F.	616	\$	\$
G81	ESC LEAD	DAY	200	\$	\$
G82	TOPSOIL TYPE A	CY	355	\$	\$
G83	SEEDING, FERTILIZING, AND MULCHING	ACRE	0.4	\$	\$
G84	CHECK DAM	L.F.	60	\$	\$

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
G85	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	104	\$	\$
G86	STREET CLEANING	HR	350	\$	\$
G87	INLET PROTECTION	EACH	50	\$	\$
G88	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 75,000	\$ 75,000
G89	COIR LOG	L.F.	180	\$	\$
G90	SOIL AMENDMENT	ACRE	1.25	\$	\$
G91	PSIPE, VINE MAPLE, #2 CONT.	EACH	15	\$	\$
G92	PSIPE, BIG LEAF MAPLE, #2 CONT.	EACH	18	\$	\$
G93	PSIPE, BITTER CHERRY, #2 CONT.	EACH	34	\$	\$
G94	PSIPE, DOUGLAS FIR, #2 CONT.	EACH	38	\$	\$
G95	PSIPE, WESTERN RED CEDAR, #2 CONT.	EACH	24	\$	\$
G96	PSIPE, WESTERN HEMLOCK, #2 CONT.	EACH	2	\$	\$
G97	PSIPE, WESTERN SERVICEBERRY, #1 CONT.	EACH	95	\$	\$
G98	PSIPE, RED-TWIG DOGWOOD, 1/2" x 36" LIVESTAKE CUTTING	EACH	563	\$	\$
G99	PSIPE, TALL OREGON GRAPE, #1 CONT.	EACH	154	\$	\$
G100	PSIPE, OSO BERRY, #1 CONT.	EACH	154	\$	\$
G101	PSIPE, DWARF MUGO PINE, #1 CONT.	EACH	13	\$	\$
G102	PSIPE, MOCK ORANGE, #1 CONT.	EACH	250	\$	\$
G103	PSIPE, PACIFIC NINEBARK, #1 CONT.	EACH	291	\$	\$
G104	PSIPE, NOOTKA ROSE, #1 CONT.	EACH	213	\$	\$
G105	PSIPE, SITKA WILLOW, 1/2" x 36" LIVESTAKE CUTTING	EACH	563	\$	\$
G106	PSIPE, SNOWBERRY, #1 CONT.	EACH	387	\$	\$
G107	PSIPE, KINNIKINNICK, #1 CONT.	EACH	55	\$	\$
G108	PSIPE, SWORD FERN, #1 CONT.	EACH	293	\$	\$
G109	PSIPE, MOUNT VERNON LAUREL, #2 CONT.	EACH	174	\$	\$
G110	PSIPE, PRIVET HONEYSUCKLE, #2 CONT.	EACH	34	\$	\$
G111	PSIPE, JAPANESE PIERIS, #2 CONT.	EACH	25	\$	\$
G112	PSIPE, LITTLE PRINCESS SPIREA, #2 CONT.	EACH	21	\$	\$
G113	BARK OR WOOD CHIP MULCH	C.Y.	615	\$	\$
G114	HIGH VISIBILITY SILT FENCE	L.F.	1,823	\$	\$
G115	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
G116	TEMPORARY PIPE SLOPE DRAIN	L.F.	289	\$	\$

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
G117	COMPOST AMENDED STREAMBED MATERIAL	C.Y.	180	\$	\$
G118	COIR BLANKET	S.Y.	130	\$	\$
SECTION 18: TRAFFIC					
G119	ROUNABOUT SPLITTER ISLAND NOSING CURB	EACH	2	\$	\$
G120	ROUNABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	364	\$	\$
G121	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,565	\$	\$
G122	CEMENT CONC. TRAFFIC CURB	L.F.	719	\$	\$
G123	ROUNABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	214	\$	\$
G124	ROUNABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	270	\$	\$
G125	CEMENT CONC. PEDESTRIAN CURB	L.F.	154	\$	\$
G126	TEMPORARY BARRIER	L.F.	3,628	\$	\$
G127	TEMPORARY IMPACT ATTENUATOR	EACH	1	\$	\$
G128	RESETTING IMPACT ATTENUATOR	EACH	5	\$	\$
G129	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	22,400	\$	\$
G130	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	43	\$	\$
G131	TEMPORARY STOP LINE - SHORT DURATION	L.F.	171	\$	\$
G132	TEMPORARY CROSSWALK LINE - SHORT DURATION	S.F.	2,865	\$	\$
G133	PROFIED PLASTIC LINE	L.F.	2,314	\$	\$
G134	PROFIED PLASTIC WIDE LINE	L.F.	1,150	\$	\$
G135	PLASTIC CROSSWALK LINE	S.F.	368	\$	\$
G136	PLASTIC TRAFFIC ARROW	EACH	14	\$	\$
G137	PLASTIC TRAFFIC LETTER	EACH	4	\$	\$
G138	PLASTIC DRAINAGE MARKING	EACH	0	\$	\$
G139	PLASTIC YIELD LINE SYMBOL	EACH	25	\$	\$
G140	PERMANENT SIGNING	L.S.	1	\$	\$
G141	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - TULALIP	L.S.	1	\$	\$
G142	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
G143	ILLUMINATION SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
G144	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - TULALIP	L.S.	1	\$	\$
G145	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$

Schedule G – 88th Street NE – Work Within the Tribal Reservation Boundary Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 19: OTHER ITEMS					
G146	ADJUST CATCH BASIN	EACH	2	\$	\$
G147	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
G148	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	640	\$	\$
G149	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	2,147	\$	\$
G150	STRUCTURE SURVEYING	L.S.	1	\$	\$
G151	ROADWAY SURVEYING	L.S.	1	\$	\$
G152	LICENSED SURVEYING	EST.	1	\$ 5,000	\$ 5,000
G153	CEMENT CONC. SIDEWALK	S.Y.	1,011	\$	\$
G154	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	45	\$	\$
G155	CEMENT CONC. CURB RAMP PARALLEL TYPE A	EACH	4	\$	\$
G156	DETECTABLE WARNING SURFACE	S.F.	80	\$	\$
G157	CONNECTION TO DRAINAGE STRUCTURE	EACH	3	\$	\$
G158	ROADSIDE CLEANUP	EST.	1	\$ 7,000	\$ 7,000
G159	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 8,750	\$ 8,750
G160	MINOR CHANGE	EST.	1	\$ 200,000	\$ 200,000
G161	RECORD DRAWINGS	L.S.	1	\$	\$
G162	SPCC PLAN	L.S.	1	\$	\$
G163	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 72,500	\$ 72,500
G164	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	C.Y.	241	\$	\$
G165	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	4,680	\$	\$
Subtotal:				\$	
TERO (1.75%):				\$	
TOTAL SCHEDULE G (Including TERO):				\$	

Schedule H – 88th Street NE – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
H1	MOBILIZATION	L.S.	1	\$	\$
H2	CLEARING AND GRUBBING	ACRE	3.70	\$	\$
H3	REMOVING DRAINAGE STRUCTURE	EACH	5	\$	\$
H4	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	1,219	\$	\$
H5	REMOVING CHAIN LINK FENCE	L.F.	190	\$	\$
H6	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
H7	ROADWAY EXCAVATION INCL. HAUL	C.Y.	12,260	\$	\$
H8	POND EXCAVATION INCL. HAUL	C.Y.	1,537	\$	\$
H9	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
H10	CHANNEL EXCAVATION INCL. HAUL	C.Y.	410	\$	\$
H11	DROP INLET TYPE 2	EACH	1	\$	\$
H12	QUARRY SPALLS	C.Y.	55	\$	\$
H13	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	348	\$	\$
H14	DRAIN PIPE 6 IN. DIAM.	L.F.	15	\$	\$
H15	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	474	\$	\$
SECTION 5: STORM SEWER					
H16	CATCH BASIN TYPE 1	EACH	30	\$	\$
H17	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	11	\$	\$
H18	CATCH BASIN TYPE 2 48 IN. DIAM. - EXTRA DEPTH	EACH	1	\$	\$
H19	TESTING STORM SEWER PIPE	L.F.	3,412	\$	\$
H20	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	2,805	\$	\$
H21	SCHEDULE B STORM SEWER PIPE 12 IN. DIAM.	L.F.	133	\$	\$
H22	STORMWATER TREATMENT VAULT OPTION 1 - STANDARD	EACH	1	\$	\$
H23	STORMWATER TREATMENT VAULT OPTION 1 - LARGE	EACH	2	\$	\$
H24	STORMWATER TREATMENT VAULT OPTION 2 - STANDARD	EACH	2	\$	\$
H25	STORMWATER TREATMENT VAULT OPTION 2 - LARGE	EACH	1	\$	\$
H26	MANHOLE 48 IN. DIAM. TYPE I	EACH	4	\$	\$
H27	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	L.F.	11	\$	\$

Schedule H – 88th Street NE – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 8: STRUCTURES					
H28	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	480.40	\$	\$
H29	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1	\$	\$
H30	SHAFT - 30 IN. DIAMETER	L.F.	190	\$	\$
H31	FURNISHING SOLDIER PILE HP14X117	L.F.	184	\$	\$
H32	EPOXY-COATED ST. REINF. BAR FOR SIDEWALK EXTENSION	LB.	8,208	\$	\$
H33	REMOVING SOLDIER PILE SHAFT OBSTRUCTION	L.S.	1	\$	\$
H34	STRUCTURAL CARBON STEEL	L.S.	1	\$	\$
H35	LAGGING	S.F.	226	\$	\$
H36	SEW TRAFFIC BARRIER	L.F.	116	\$	\$
H37	PEDESTRIAN BARRIER	L.F.	308	\$	\$
H38	CONCRETE FASCIA PANEL	S.F.	289	\$	\$
H39	PREFABRICATED DRAINAGE MAT	S.Y.	13	\$	\$
H40	STRUCTURAL EARTH WALL	S.F.	959	\$	\$
H41	TEXTURED CEMENT CONC. CLASS 4000 FOR TRUCK APRON	S.Y.	123	\$	\$
H42	CONC. CLASS 4000 FOR SIDEWALK EXTENSION	C.Y.	127	\$	\$
H43	BRIDGE RAILING TYPE DECORATIVE RAILING	L.F.	784	\$	\$
H44	MOMENT SLAB PEDESTRIAN BARRIER	L.F.	63	\$	\$
SECTION 9: SURFACING					
H45	CRUSHED SURFACING BASE COURSE	TON	5,957	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
H46	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	668	\$	\$
H47	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	381	\$	\$
SECTION 14: HOT MIX ASPHALT					
H48	PLANING BITUMINOUS PAVEMENT	S.Y.	310	\$	\$
H49	HMA CL. 1/2 IN. PG 58H-22	TON	6,890	\$	\$
H50	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 24,807	\$ 24,807
H51	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 16,538	\$ 16,538
H52	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 31,418	\$ 31,418
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
H53	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
H54	TEMPORARY IRRIGATION SYSTEM	L.S.	1	\$	\$

Schedule H – 88th Street NE – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
H55	SILT FENCE	L.F.	5,429	\$	\$
H56	ESC LEAD	DAY	250	\$	\$
H57	TOPSOIL TYPE A	CY	898	\$	\$
H58	SEEDING, FERTILIZING, AND MULCHING	ACRE	2.62	\$	\$
H59	CHECK DAM	L.F.	315	\$	\$
H60	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	156	\$	\$
H61	STREET CLEANING	HR	100	\$	\$
H62	INLET PROTECTION	EACH	52	\$	\$
H63	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 30,000	\$ 30,000
H64	SOIL AMENDMENT	ACRE	4.26	\$	\$
H65	PSIPE, VINE MAPLE, #2 CONT.	EACH	62	\$	\$
H66	PSIPE, SPIRE CHERRY, 2" CAL.	EACH	6	\$	\$
H67	PSIPE, DOUGLAS FIR, #2 CONT.	EACH	251	\$	\$
H68	PSIPE, EXCELSA CEDAR, 6' TALL	EACH	2	\$	\$
H69	PSIPE, WESTERN SERVICEBERRY, #1 CONT.	EACH	649	\$	\$
H70	PSIPE, TALL OREGON GRAPE, #1 CONT.	EACH	649	\$	\$
H71	PSIPE, PACIFIC NINEBARK, #1 CONT.	EACH	216	\$	\$
H72	PSIPE, NOOTKA ROSE, #1 CONT.	EACH	1,081	\$	\$
H73	PSIPE, SNOWBERRY, #1 CONT.	EACH	1,081	\$	\$
H74	PSIPE, SWORD FERN, #1 CONT.	EACH	1,319	\$	\$
H75	PSIPE, MOUNT VERNON LAUREL, #2 CONT.	EACH	166	\$	\$
H76	PSIPE, LITTLE PRINCESS SPIREA, #2 CONT.	EACH	21	\$	\$
H77	PSIPE, DAVIDS VIBURNUM, #2 CONT.	EACH	99	\$	\$
H78	PSIPE, ADAGIO MAIDEN GRASS, #2 CONT.	EACH	26	\$	\$
H79	BARK OR WOOD CHIP MULCH	C.Y.	926	\$	\$
H80	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
H81	ROUNDAABOUT COBBLE	TON	44	\$	\$
H82	TEMPORARY PIPE SLOPE DRAIN	L.F.	28	\$	\$
SECTION 18: TRAFFIC					
H83	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	2	\$	\$
H84	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	838	\$	\$
H85	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,110	\$	\$

Schedule H – 88th Street NE – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
H86	CEMENT CONC. TRAFFIC CURB	L.F.	140	\$	\$
H87	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	487	\$	\$
H88	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	792	\$	\$
H89	CEMENT CONC. PEDESTRIAN CURB	L.F.	168	\$	\$
H90	EXTRUDED CURB	L.F.	1,601	\$	\$
H91	TEMPORARY BARRIER	L.F.	4,614	\$	\$
H92	TEMPORARY IMPACT ATTENUATOR	EACH	4	\$	\$
H93	RESETTING IMPACT ATTENUATOR	EACH	4	\$	\$
H94	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	36,030	\$	\$
H95	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	32	\$	\$
H96	TEMPORARY STOP LINE - SHORT DURATION	L.F.	374	\$	\$
H97	TEMPORARY CROSSWALK LINE - SHORT DURATION	S.F.	3,710	\$	\$
H98	BEAM GUARDRAIL TYPE 31	L.F.	260	\$	\$
H99	BEAM GUARDRAIL TRANSITION SECTION TYPE D	EACH	1	\$	\$
H100	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	EACH	2	\$	\$
H101	BEAM GUARDRAIL ANCHOR TYPE 11	EACH	1	\$	\$
H102	FLEXIBLE GUIDE POST	EACH	75	\$	\$
H103	BARRIER DELINEATOR	EACH	2	\$	\$
H104	PROFIED PLASTIC LINE	L.F.	5,420	\$	\$
H105	PROFIED PLASTIC WIDE LINE	L.F.	2,660	\$	\$
H106	PLASTIC CROSSWALK LINE	S.F.	272	\$	\$
H107	PLASTIC TRAFFIC ARROW	EACH	25	\$	\$
H108	PLASTIC DRAINAGE MARKING	EACH	19	\$	\$
H109	PERMANENT SIGNING	L.S.	1	\$	\$
H110	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - WSDOT	L.S.	1	\$	\$
H111	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
H112	ILLUMINATION SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
H113	ILLUMINATION SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
H114	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - WSDOT	L.S.	1	\$	\$
H115	ITS SYSTEM COMPLETE	L.S.	1	\$	\$
H116	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$

Schedule H – 88th Street NE – Work Within the Tribal Reservation Boundary Inside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 19: OTHER ITEMS					
H117	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
H118	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	1,836	\$	\$
H119	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	7,895	\$	\$
H120	STRUCTURE SURVEYING	L.S.	1	\$	\$
H121	ROADWAY SURVEYING	L.S.	1	\$	\$
H122	LICENSED SURVEYING	EST.	1	\$ 5,000	\$ 5,000
H123	CEMENT CONC. SIDEWALK	S.Y.	800	\$	\$
H124	CEMENT CONC. CURB RAMP PARALLEL TYPE B	EACH	2	\$	\$
H125	CEMENT CONC. CURB RAMP PERPENDICULAR TYPE A	EACH	5	\$	\$
H126	DETECTABLE WARNING SURFACE	S.F.	20	\$	\$
H127	ROADSIDE CLEANUP	EST.	1	\$ 5,000	\$ 5,000
H128	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 6,250	\$ 6,250
H129	MINOR CHANGE	EST.	1	\$ 100,000	\$ 100,000
H130	RECORD DRAWINGS	L.S.	1	\$	\$
H131	SPCC PLAN	L.S.	1	\$	\$
H132	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 87,500	\$ 87,500
H133	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	C.Y.	580	\$	\$
H134	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	5,590	\$	\$
H135	CONSTRUCTION GEOTEXTILE FOR PERMANENT EROSION CONTROL	S.Y.	27	\$	\$
H136	INTERNAL ENERGY DISSIPATION DEVICE	EACH	1	\$	\$
H137	POND MARKER	EACH	3	\$	\$
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE H (Including TERO):			\$	

Schedule I – 88th Street NE – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
I1	MOBILIZATION	L.S.	1	\$	\$
I2	CLEARING AND GRUBBING	ACRE	0.58	\$	\$
I3	REMOVING DRAINAGE STRUCTURE	EACH	1	\$	\$
I4	REMOVING GUARDRAIL	L.F.	1,076	\$	\$
I5	REMOVING GUARDRAIL ANCHOR	EACH	2	\$	\$
I6	REMOVING CHAIN LINK FENCE	L.F.	599	\$	\$
I7	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
I8	ROADWAY EXCAVATION INCL. HAUL	C.Y.	2,070	\$	\$
I9	GRAVEL BORROW INCL. HAUL	TON	4,780	\$	\$
I10	EMBANKMENT COMPACTION	C.Y.	2,580	\$	\$
I11	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
I12	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	591	\$	\$
I13	DRAIN PIPE 6 IN. DIAM.	L.F.	12	\$	\$
I14	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	251	\$	\$
SECTION 5: STORM SEWER					
I15	CATCH BASIN TYPE 1	EACH	8	\$	\$
I16	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	3	\$	\$
I17	CATCH BASIN TYPE 2 48 IN. DIAM. - EXTRA DEPTH	EACH	2	\$	\$
I18	TESTING STORM SEWER PIPE	L.F.	738	\$	\$
I19	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	368	\$	\$
I20	SCHEDULE B STORM SEWER PIPE 12 IN. DIAM.	L.F.	119	\$	\$
SECTION 8: STRUCTURES					
I21	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	1420	\$	\$
I22	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1	\$	\$
I23	BRIDGE RAILING TYPE BP-22	L.F.	271	\$	\$
I24	SEW TRAFFIC BARRIER	L.F.	100	\$	\$
I25	PEDESTRIAN BARRIER	L.F.	757	\$	\$
I26	STRUCTURAL EARTH WALL	S.F.	2,133	\$	\$

Schedule I – 88th Street NE – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 9: SURFACING					
I27	CRUSHED SURFACING BASE COURSE	TON	1,507	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
I28	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	262	\$	\$
I29	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	348	\$	\$
SECTION 14: HOT MIX ASPHALT					
I30	HMA CL. 1/2 IN. PG 58H-22	TON	1,400	\$	\$
I31	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 5,040.50	\$ 5,040.50
I32	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 3,360.33	\$ 3,360.33
I33	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 6,383.80	\$ 6,383.80
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
I34	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
I35	ESC LEAD	DAY	50	\$	\$
I36	TOPSOIL TYPE A	CY	94	\$	\$
I37	SEEDING, FERTILIZING, AND MULCHING	ACRE	0.21	\$	\$
I38	STREET CLEANING	HR	50	\$	\$
I39	INLET PROTECTION	EACH	11	\$	\$
I40	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 22,500	\$ 22,500
I41	SOIL AMENDMENT	ACRE	0.21	\$	\$
I42	PSIPE, SPIRE CHERRY, 2" CAL.	EACH	3	\$	\$
I43	PSIPE, DOUGLAS FIR, 6' TALL	EACH	3	\$	\$
I44	PSIPE, STARLIGHT DOGWOOD, 2" CAL.	EACH	3	\$	\$
I45	PSIPE, KINNIKINNICK, #1 CONT.	EACH	42	\$	\$
I46	PSIPE, SWORD FERN, #1 CONT.	EACH	24	\$	\$
I47	PSIPE, RUGOSA ROSE, #2 CONT.	EACH	43	\$	\$
I48	PSIPE, JAPANESE PIERIS, #2 CONT.	EACH	45	\$	\$
I49	PSIPE, BOSTON IVY, #1 CONT.	EACH	31	\$	\$
I50	BARK OR WOOD CHIP MULCH	C.Y.	24	\$	\$
I51	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 18: TRAFFIC					
I52	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	1	\$	\$
I53	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	780	\$	\$

Schedule I – 88th Street NE – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
I54	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	532	\$	\$
I55	CEMENT CONC. TRAFFIC CURB	L.F.	19	\$	\$
I56	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	70	\$	\$
I57	CEMENT CONC. PEDESTRIAN CURB	L.F.	121	\$	\$
I58	TEMPORARY BARRIER	L.F.	200	\$	\$
I59	TEMPORARY IMPACT ATTENUATOR	EACH	1	\$	\$
I60	RESETTING IMPACT ATTENUATOR	EACH	1	\$	\$
I61	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	1,450	\$	\$
I62	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	2	\$	\$
I63	TEMPORARY STOP LINE - SHORT DURATION	L.F.	25	\$	\$
I64	BARRIER DELINEATOR	EACH	4	\$	\$
I65	PROFIED PLASTIC LINE	L.F.	940	\$	\$
I66	PROFIED PLASTIC WIDE LINE	L.F.	871	\$	\$
I67	PLASTIC CROSSWALK LINE	S.F.	224	\$	\$
I68	PLASTIC TRAFFIC ARROW	EACH	9	\$	\$
I69	PERMANENT SIGNING	L.S.	1	\$	\$
I70	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - WSDOT	L.S.	1	\$	\$
I71	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
I72	ILLUMINATION SYSTEM, COMPLETE - TULALIP	L.S.	1	\$	\$
I73	ILLUMINATION SYSTEM, COMPLETE - WSDOT	L.S.	1	\$	\$
I74	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - WSDOT	L.S.	1	\$	\$
I75	ITS SYSTEM COMPLETE	L.S.	1	\$	\$
I76	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
I77	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
I78	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	500	\$	\$
I79	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	2,822	\$	\$
I80	STRUCTURE SURVEYING	L.S.	1	\$	\$
I81	ROADWAY SURVEYING	L.S.	1	\$	\$
I82	LICENSED SURVEYING	EST.	1	\$ 5,000	\$ 5,000
I83	CEMENT CONC. SIDEWALK	S.Y.	323	\$	\$

Schedule I – 88th Street NE – Work Within WSDOT Right-of-Way Outside the Tribal Reservation Boundary					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
I84	CEMENT CONC. CURB RAMP PARALLEL TYPE A	EACH	2	\$	\$
I85	CEMENT CONC. CURB RAMP PERPENDICULAR TYPE A	EACH	1	\$	\$
I86	DETECTABLE WARNING SURFACE	S.F.	40	\$	\$
I87	CONNECTION TO DRAINAGE STRUCTURE	EACH	1	\$	\$
I88	ROADSIDE CLEANUP	EST.	1	\$ 5,000	\$ 5,000
I89	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 6,250	\$ 6,250
I90	MINOR CHANGE	EST.	1	\$ 100,000	\$ 100,000
I91	RECORD DRAWINGS	L.S.	1	\$	\$
I92	SPCC PLAN	L.S.	1	\$	\$
I93	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 35,000	\$ 35,000
I94	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	C.Y.	2,899	\$	\$
I95	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	2,710	\$	\$
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE I (Including TERO):			\$	

Schedule J – 88th Street NE – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
J1	MOBILIZATION	L.S.	1	\$	\$
J2	CLEARING AND GRUBBING	ACRE	0.38	\$	\$
J3	REMOVING DRAINAGE STRUCTURE	EACH	14	\$	\$
J4	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	177	\$	\$
J5	REMOVING GUARDRAIL ANCHOR	EACH	1	\$	\$
J6	REMOVING CHAIN LINK FENCE	L.F.	57	\$	\$
J7	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	\$	\$
SECTION 2: GRADING					
J8	ROADWAY EXCAVATION INCL. HAUL	C.Y.	2,000	\$	\$
J9	DEWATERING	L.S.	1	\$	\$
SECTION 4: DRAINAGE					
J10	CEMENT CONC. GUTTER	L.F.	84	\$	\$
J11	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	570	\$	\$
J12	DRAIN PIPE 6 IN. DIAM.	L.F.	49	\$	\$
J13	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 12 IN. DIAM.	L.F.	735	\$	\$
SECTION 5: STORM SEWER					
J14	CATCH BASIN TYPE 1	EACH	17	\$	\$
J15	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	3	\$	\$
J16	TESTING STORM SEWER PIPE	L.F.	1,274	\$	\$
J17	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	514	\$	\$
J18	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	25	\$	\$
J19	INFILTRATION VAULT (B)	EACH	1	\$	\$
J20	STORMWATER TREATMENT VAULT OPTION 1 - LARGE	EACH	1	\$	\$
J21	STORMWATER TREATMENT VAULT OPTION 2 - STANDARD	EACH	1	\$	\$
J22	MANHOLE 48 IN. DIAM. TYPE I	EACH	1	\$	\$
SECTION 6: SANITARY SEWER					
J23	ADJUST MANHOLE	EACH	8	\$	\$
SECTION 8: STRUCTURES					
J24	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	833	\$	\$
J25	SHAFT - 30 IN. DIAMETER	L.F.	740	\$	\$
J26	SHAFT - 36 IN. DIAMETER	L.F.	1,612	\$	\$
J27	FURNISHING SOLDIER PILE HP14X117	L.F.	809	\$	\$

Schedule J – 88th Street NE – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
J28	FURNISHING SOLDIER PILE W24x192	L.F.	2,161	\$	\$
J29	FURNISHING SOLDIER PILE W24x335	L.F.	55	\$	\$
J30	REMOVING SOLDIER PILE SHAFT OBSTRUCTION	L.S.	1	\$	\$
J31	STRUCTURAL CARBON STEEL	L.S.	1	\$	\$
J32	LAGGING	S.F.	4,088	\$	\$
J33	BRIDGE RAILING TYPE BP-22	L.F.	378	\$	\$
J34	BRIDGE RAILING TYPE CHAIN LINK PIPE RAIL	L.F.	84	\$	\$
J35	PEDESTRIAN BARRIER	L.F.	143	\$	\$
J36	CONCRETE FASCIA PANEL	S.F.	4,490	\$	\$
J37	PREFABRICATED DRAINAGE MAT	S.Y.	271	\$	\$
J38	STRUCTURAL EARTH WALL	S.F.	610	\$	\$
J39	TEXTURED CEMENT CONC. CLASS 4000 FOR TRUCK APRON	S.Y.	47	\$	\$
J40	MOMENT SLAB PEDESTRIAN BARRIER	L.F.	318	\$	\$
SECTION 9: SURFACING					
J41	CRUSHED SURFACING BASE COURSE	TON	2,634	\$	\$
SECTION 13: CEMENT CONCRETE PAVEMENT					
J42	TEXTURED COMMERCIAL CONC. FOR BUFFER	S.Y.	37	\$	\$
J43	TEXTURED COMMERCIAL CONC. FOR SPLITTER ISLAND	S.Y.	274	\$	\$
SECTION 14: HOT MIX ASPHALT					
J44	PLANING BITUMINOUS PAVEMENT	S.Y.	380	\$	\$
J45	HMA CL. 1/2 IN. PG 58H-22	TON	2,410	\$	\$
J46	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC	1	\$ 8,677	\$ 8,677
J47	COMPACTION PRICE ADJUSTMENT	CALC	1	\$ 5,785	\$ 5,785
J48	ASPHALT COST PRICE ADJUSTMENT	CALC	1	\$ 10,990	\$ 10,990
SECTION 16: IRRIGATION AND WATER DISTRIBUTION					
J49	PERMANENT IRRIGATION SYSTEM	L.S.	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
J50	SILT FENCE	L.F.	961	\$	\$
J51	ESC LEAD	DAY	20	\$	\$
J52	TOPSOIL TYPE A	CY	228	\$	\$
J53	STREET CLEANING	HR	100	\$	\$
J54	INLET PROTECTION	EACH	47	\$	\$
J55	EROSION/WATER POLLUTION CONTROL	EST.	1	\$ 22,500	\$ 22,500

Schedule J – 88th Street NE – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
J56	PSIPE, MOUNT VERNON LAUREL, #2 CONT.	EACH	204	\$	\$
J57	PSIPE, JAPANESE PIERIS, #2 CONT.	EACH	109	\$	\$
J58	PSIPE, LITTLE PRINCESS SPIREA, #2 CONT.	EACH	12	\$	\$
J59	SEEDED LAWN INSTALLATION	S.Y.	525	\$	\$
J60	BARK OR WOOD CHIP MULCH	C.Y.	35	\$	\$
J61	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 18: TRAFFIC					
J62	ROUNABOUT SPLITTER ISLAND NOSING CURB	EACH	3	\$	\$
J63	ROUNABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	52	\$	\$
J64	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,211	\$	\$
J65	CEMENT CONC. TRAFFIC CURB	L.F.	727	\$	\$
J66	ROUNABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	198	\$	\$
J67	ROUNABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	251	\$	\$
J68	CEMENT CONC. PEDESTRIAN CURB	L.F.	258	\$	\$
J69	EXTRUDED CURB	L.F.	221	\$	\$
J70	PRECAST DUAL FACED SLOPED MOUNTABLE CURB	L.F.	166	\$	\$
J71	TEMPORARY PAVEMENT MARKING - SHORT DURATION	L.F.	8,530	\$	\$
J72	TEMPORARY MISC. PAVEMENT MARKING - SHORT DURATION	EACH	13	\$	\$
J73	TEMPORARY STOP LINE - SHORT DURATION	L.F.	71	\$	\$
J74	TEMPORARY CROSSWALK LINE - SHORT DURATION	S.F.	1,520	\$	\$
J75	PROFILED PLASTIC LINE	L.F.	2,180	\$	\$
J76	PROFILED PLASTIC WIDE LINE	L.F.	1,250	\$	\$
J77	PLASTIC CROSSWALK LINE	S.F.	352	\$	\$
J78	PLASTIC TRAFFIC ARROW	EACH	9	\$	\$
J79	PLASTIC YIELD LINE SYMBOL	EACH	30	\$	\$
J80	PERMANENT SIGNING	L.S.	1	\$	\$
J81	TEMPORARY ILLUMINATION SYSTEM , COMPLETE - MARYSVILLE	L.S.	1	\$	\$
J82	TEMPORARY TRAFFIC SIGNAL SYSTEM, COMPLETE - MARYSVILLE	L.S.	1	\$	\$

Schedule J – 88th Street NE – Work Within the City of Marysville Outside WSDOT Right-of-Way					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
J83	ILLUMINATION SYSTEM, COMPLETE - MARYSVILLE	L.S.	1	\$	\$
J84	TRAFFIC SIGNAL SYSTEM RRFBS, COMPLETE - MARYSVILLE	L.S.	1	\$	\$
J85	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
J86	ADJUST CATCH BASIN	EACH	2	\$	\$
J87	TYPE C PROGRESS SCHEDULE	L.S.	1	\$	\$
J88	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	451	\$	\$
J89	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	728	\$	\$
J90	PLUGGING EXISTING PIPE	EACH	1	\$	\$
J91	STRUCTURE SURVEYING	L.S.	1	\$	\$
J92	ROADWAY SURVEYING	L.S.	1	\$	\$
J93	CEMENT CONC. SIDEWALK	S.Y.	632	\$	\$
J94	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	84	\$	\$
J95	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	S.Y.	34	\$	\$
J96	CEMENT CONC. CURB RAMP PARALLEL TYPE A	EACH	7	\$	\$
J97	DETECTABLE WARNING SURFACE	S.F.	140	\$	\$
J98	CONNECTION TO DRAINAGE STRUCTURE	EACH	8	\$	\$
J99	ROADSIDE CLEANUP	EST.	1	\$ 3,000	\$ 3,000
J100	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1	\$ 3,750	\$ 3,750
J101	MINOR CHANGE	EST.	1	\$ 80,000	\$ 80,000
J102	RECORD DRAWINGS	L.S.	1	\$	\$
J103	SPCC PLAN	L.S.	1	\$	\$
J104	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 35,000	\$ 35,000
J105	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	C.Y.	285	\$	\$
J106	PEDESTRIAN HANDRAIL	L.F.	214	\$	\$
J107	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	S.Y.	4,010	\$	\$
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE J (Including TERO):			\$	

Schedule K – 88th Street NE – QCV Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
K1	MOBILIZATION	L.S.	1	\$	\$
K2	REMOVING MANHOLE	EACH	1	\$	\$
K3	POTHOLE EXISTING UTILITY	EACH	5	\$	\$
SECTION 2: GRADING					
K4	DEWATERING	L.S.	1	\$	\$
SECTION 6: SANITARY SEWER					
K5	TEMPORARY SANITARY SEWER LINE BYPASS	L.S.	1	\$	\$
K6	CONNECT TO EXISTING STRUCTURE	EACH	1	\$	\$
K7	CONNECT TO EXISTING SEWER MAIN	EACH	1	\$	\$
K8	MANHOLE 60 IN. DIAM. TYPE ____	EACH	1	\$	\$
K9	HDSS D.I. PIPE FOR SEWER MAIN 18 IN. DIAM.	L.F.	393	\$	\$
K10	TESTING SEWER PIPE	L.F.	393	\$	\$
K11	REMOVE EXISTING SEWER MAIN ____ IN. DIAM.	L.F.	809	\$	\$
K12	REMOVE EXISTING SANITARY SEWER MANHOLE	EACH	1	\$	\$
K13	PUMP STATION RELOCATION	L.S.	1	\$	\$
K14	ELECTRICAL CONTROLS FOR PUMP STATION RELOCATION	L.S.	1	\$	\$
SECTION 7: WATER LINES					
K15	STEEL CASING 30 IN. DIAM.	L.F.	60	\$	\$
K16	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	L.F.	42	\$	\$
K17	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	L.F.	43	\$	\$
K18	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	L.F.	35	\$	\$
K19	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIAM.	L.F.	382	\$	\$
K20	HDSS D.I. PIPE FOR WATER MAIN - 18" DIAM.	L.F.	157	\$	\$
K21	CONNECT TO EXISTING WATER MAIN ____ DIAM.	EACH	7	\$	\$
K22	PIPE LINE MARKER	EACH	1	\$	\$
K23	ADJUST VALVE BOX	EACH	6	\$	\$
K24	REMOVE EXISTING WATER MAIN ____ DIAM.	L.F.	554	\$	\$
K25	GATE VALVE 8 IN.	EACH	1	\$	\$
K26	GATE VALVE 12 IN.	EACH	3	\$	\$
K27	BUTTERFLY VALVE - 18 IN.	EACH	4	\$	\$

Schedule K – 88th Street NE – QCV Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
K28	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	EACH	1	\$	\$
K29	FJ DB RESTRAINT FLEXIBLE EXPANSION JOINTS - 18 IN.	EACH	2	\$	\$
K30	VALVE MARKER POST	EACH	4	\$	\$
K31	FIRE HYDRANT ASSEMBLY W/6 IN. GV	EACH	1	\$	\$
K32	REMOVE EXISTING FIRE HYDRANT	EACH	2	\$	\$
K33	WATER METER CONNECTION - LANDSCAPE	EACH	3	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
K34	ESC LEAD	DAY	20	\$	\$
K35	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
K36	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	28,000	\$	\$
K37	MINOR CHANGE	EST.	1	\$ 10,000	\$ 10,000
K38	RECORD DRAWINGS	L.S.	1	\$	\$
K39	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 10,000	\$ 10,000
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE K (Including TERO):			\$	

Schedule L – 88th Street NE – City of Marysville Utilities					
ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
SECTION 1: PREPARATION					
L1	MOBILIZATION	L.S.	1	\$	\$
L2	POTHOLE EXISTING UTILITY	EACH	5	\$	\$
SECTION 2: GRADING					
L3	DEWATERING	L.S.	1	\$	\$
SECTION 7: WATER LINES					
L4	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	L.F.	4	\$	\$
L5	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.	L.F.	43	\$	\$
L6	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIAM.	L.F.	362	\$	\$
L7	CONNECT TO EXISTING WATER MAIN ____ DIAM.	EACH	6	\$	\$
L8	PIPE LINE MARKER	EACH	2	\$	\$
L9	ADJUST VALVE BOX	EACH	6	\$	\$
L10	REMOVE EXISTING WATER MAIN ____ DIAM.	L.F.	738	\$	\$
L11	GATE VALVE 12 IN.	EACH	1	\$	\$
L12	BUTTERFLY VALVE - 18 IN.	EACH	3	\$	\$
L13	REPLACE 88TH MAG METER	L.S.	1	\$	\$
L14	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	EACH	1	\$	\$
L15	VALVE MARKER POST	EACH	4	\$	\$
L16	FIRE HYDRANT ASSEMBLY W/6 IN. GV	EACH	1	\$	\$
L17	REMOVE EXISTING FIRE HYDRANT	EACH	1	\$	\$
L18	WATER METER CONNECTION - LANDSCAPE	EACH	3	\$	\$
L19	RESETTING EXISTING HYDRANTS	EACH	1	\$	\$
SECTION 17: EROSION CONTROL AND ROADSIDE RESTORATION					
L20	ESC LEAD	DAY	20	\$	\$
L21	ENVIRONMENTAL COMPLIANCE LEAD	L.S.	1	\$	\$
SECTION 19: OTHER ITEMS					
L22	MINOR CHANGE	EST.	1	\$ 10,000	\$ 10,000
L23	RECORD DRAWINGS	L.S.	1	\$	\$
L24	RESOLUTION OF UTILITY CONFLICTS	EST.	1	\$ 10,000	\$ 10,000
	Subtotal:			\$	
	TERO (1.75%):			\$	
	TOTAL SCHEDULE L (Including TERO):			\$	

Bid Summary	
Total Schedule A:	\$
Total Schedule B:	\$
Total Schedule C:	\$
Total Schedule D:	\$
Total Schedule E:	\$
Total Schedule F:	\$
Total Schedule G:	\$
Total Schedule H:	\$
Total Schedule I:	\$
Total Schedule J:	\$
Total Schedule K:	\$
Total Schedule L:	\$
TOTAL BID:	\$

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)

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

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed)

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)

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed)

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) (if required, attach additional sheets if needed)

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.	\$				

			TYPE OF LOWER-TIER		NAOB	
NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	SUB	SUP	Yes	No
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 Tulalip Tribes of Washington or the Project for any additional compensation and or consideration.

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The Tulalip Tribes of Washington

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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington, 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 Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

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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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The Tulalip Tribes of Washington

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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The Tulalip Tribes of Washington

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 ~~~~~

|                |      |                    |      |          |    |
|----------------|------|--------------------|------|----------|----|
|                |      |                    |      | Yes      | NO |
| Recommended by | Date | Managers Signature | Date | Approved |    |
| Notes:         |      |                    |      |          |    |
|                |      |                    |      |          |    |
|                |      |                    |      |          |    |
|                |      |                    |      |          |    |
|                |      |                    |      |          |    |
|                |      |                    |      |          |    |

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## Subcontractor List

*Prepared in compliance with RCW 39.30.060 as amended*

### 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 structural steel installation, rebar installation, 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 structural steel installation, rebar installation, 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.

**If RCW 39.30.060 requires a proof of license, the license number of that Subcontractor is required. 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  
(and License Number if required) \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name  
(and License Number if required) \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name  
(and License Number if required) \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name  
(and License Number if required) \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name  
(and License Number if required) \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Bidder's are notified that it 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.

DOT Form 271-015 Revised 06/2025  
• Previous Versions Obsolete •



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**Contractor Certification**  
**Wage Law Compliance - Responsibility Criteria**  
**Washington State Public Works Contracts**

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL  
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

**Bidder Name:** \_\_\_\_\_  
Name of Contractor/Bidder - Print full legal entity name of firm

**By:** \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

**Title:** \_\_\_\_\_  
Title of person signing certificate                      **Place:** \_\_\_\_\_  
Print city and state where signed

**Date:** \_\_\_\_\_

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The Tulalip Tribes of Washington

**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 Tulalip Tribes of Washington

### 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 Tulalip Tribes of Washington, herein referred to as Tulalip Tribes, in the penal  
sum of the dollar amount of the bid submitted by the Principal to the Tulalip Tribes on (date)  
\_\_\_\_\_, \_\_\_\_\_ to undertake the Project known as: I-5 / 4th ST and 88th ST NE Corridor  
Improvements.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the  
Tulalip 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 Tulalip Tribes, which  
are accepted by the Tulalip 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 Tulalip 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 Tulalip 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 Tulalip 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 Tulalip 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 Tulalip 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 Tulalip 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 Tulalip 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 Tulalip Tribes of Washington

## 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 Tulalip Tribes of Washington

### 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 Tulalip Tribes of Washington 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 Tulalip Tribes of Washington 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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# DRAFT AIA® Document A312™ – 2010

## 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:

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

Signature:

Name and « »

Title:

(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.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 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:

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

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(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**

**SURETY**

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature:

Signature:

Name and Title: « »« »

Name and Title: « »« »

Address: « »

Address: « »

# The Tulalip Tribes of Washington

## 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 to:

- 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.*

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

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## **THE TULALIP TRIBES CONSTRUCTION CONTRACT**

**Contractor – [insert company]  
Project No. 2026-014**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, between “Owner” the Tulalip Tribes 6406 Marine Drive., Tulalip, WA 98271 and [insert company], [address], hereinafter referred to as “Contractor” and together the “Parties”.

### **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 I-5 / 4<sup>th</sup> St and 88<sup>th</sup> St NE Corridor Improvements Project.

### **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 \$[insert amount]. 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 thirty percent (30%) 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) 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.
- (D) 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: \_\_\_\_\_

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

(F) 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.

(G) 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 of 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) One set of electronic As-built drawings 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 the date of this agreement unless a different date is made for the date to be fixed in a notice to proceed issued by the Tulalip Tribes and be physically completed in 1200 working days. 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 *six thousand and no dollars* (\$6,000.00) per day of delay or until such time as Substantial Completion of the Work as required by the 1200 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. Contract Documents - Project Plans and Specifications (Scope of Work) attached as EXHIBIT B
- d. Addendum No. \_\_\_\_ dated \_\_\_\_\_, 2026 attached as EXHIBIT C
- e. Contractor's Submitted Bid Documents attached as EXHIBIT D
- f. 2025 WSDOT Standard Specifications

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**

Christina Parker/Nicole Smith, 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 ensure 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 it have 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 its 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, are 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, the Contractor 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 its employees and all other persons doing work under a subcontract with the Contractor.

(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 its work or that of its subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all its 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, it's 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 it 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 to the Contractor 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 |
|-------------|-----------------------|

There shall be no subsidence coverage exclusions or other coverage limitations without specific disclosure and written 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 Section 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 the Contractor fails to maintain any and all insurance required by this Contract during the term defined by the 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 ensure that they are drug free during the execution of this Contract. Contractor agrees that it and its subcontractors will maintain a drug free workplace and will be responsible for conducting pre-screen drug testing on its 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 Tribes to (1) 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's 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 findings. 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 due to the discovery of archaeological or historical objects.
- (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 – EXTENSION OF TIME**

All times stated in the Contract documents are of the essence hereof. Contract times may be extended by a written 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, it shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by the Contractor or by its 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 written **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 Owner 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 Contractor's 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 it 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 Contractor's 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 Contractor's 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 contract 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 mentioned 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 of an electronic flash drive of all shop drawings, will be retained, one 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.
  - b. The Contracting 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) 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 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 an 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 and 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 having 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 and must be made in writing.
  - (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 Tribal laws, ordinances, codes, rules and regulations as well as applicable federal and state law. 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 damage 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 damage 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 the Contractors own risk and expense.
- (B) In the event of a conflict between the terms of the Contract and the contract exhibits, the terms of the contract shall take precedence.
- (C) In the event of a conflict between the Contract and Tribal law, applicable federal or state or regulations, the Tribal law and/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 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 notice to the Contracting Officer of any claim within 14 days of the date the 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 32(C), Contractor shall give supplemental notice of the claim to the Contracting Officer describing the claim in reasonable detail including at a minimum: (1) the date, 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 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. Nothing in this Agreement shall be construed as a waiver or diminishment of the Tulalip Tribes sovereign immunity.

### **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 Contractors 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.
- j. 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:

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER Tulalip Tribes (Transportation Department)

The Tulalip Tribes

6406 Marine Drive

Tulalip, WA 98271

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 Chairman**

**Title**

---

**Date**

SAMPLE

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## The Tulalip Tribes of Washington

### INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON ("OWNER"):

\_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on the I-5 / 4th ST and 88th ST NE Corridor Improvements 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 Tulalip Tribes of Washington

### FINAL WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON ("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 I-5 / 4th ST and 88th ST NE Corridor Improvements 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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# **Special Provisions**





## INTRODUCTION TO THE SPECIAL PROVISIONS

*(July 8, 2024 APWA GSP, Option B)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 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 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.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*

*(April 1, 2013) for WSDOT GSPs, only use date*

*Project specific special provisions are labeled without a date as such:*

*(\*\*\*\*\*)*

Also incorporated into the Contract Documents by reference are:

- *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 Manual M21-01, current edition
- Engineering Design and Development Standards, Snohomish County Public Works, current edition
- City of Marysville EDDS, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

1

2  
3  
4

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**Division 1**  
**General Requirements**

**DESCRIPTION OF WORK**

(\*\*\*\*\*)

This Contract provides for the improvement to the existing I-5 interchanges and the corridors of Marine Drive NE / 4th Street / SR 528 and 88th Street NE. The project constructs seven roundabouts replacing signalized intersections along both corridors. The project also constructs a new bridge over Coho Creek on 88th Street NE (replacing an existing culvert), new and replaced retaining walls, new stormwater treatment and conveyance systems, enhancements to Coho Creek and surrounding critical areas, landscaping, illumination, permanent signing, ITS, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project consists of 12 different bid schedules, and these are described as follows and the limits are shown in the Plans:

**Marine Drive NE / 4th Street / SR 528**

- Schedule A – Marine Drive NE, within Tulalip Tribe and outside of WSDOT Right-of-Way. This section includes all roadway improvements, including the construction of the roundabout at 33rd Avenue NE, illumination, stormwater improvements, landscaping / irrigation, and a small retaining wall.
- Schedules B and C – 4th Street / SR 528, within WSDOT Right-of-Way - This section includes all roadway improvements, including the construction of the two I-5 ramp terminal roundabouts, illumination, stormwater improvements, landscaping/irrigation, and four soldier pile retaining walls.
- Schedule D – 4th Street / SR 528, within the City of Marysville and outside WSDOT Right-of-Way. This section includes roadway improvements at the intersection of Beach Avenue and 4th Street to the east project limits.
- Schedule E – Marine Drive NE / 4th Street. This section includes the Tribal portion of the waterline replacement from the City waterline replacement covered in Schedule F.
- Schedule F – 4th Street / SR 528. This section includes the City of Marysville waterline replacement.

**88th Street NE**

- Schedule G – 88th Street NE, within Tulalip Tribe and outside of WSDOT Right-of-Way. This section includes all roadway improvements, including the construction of the roundabout at 34th Avenue NE, illumination, stormwater improvements, landscaping / irrigation, new Coho Creek bridge, Coho Creek realignment / enhancement, and soldier pile and SEW retaining walls.
- Schedules H and I – 88th Street NE, within WSDOT Right-of-Way. This section includes all roadway improvements, including the construction of the two I-5 ramp terminal roundabouts, illumination, stormwater improvements, landscaping/irrigation, and soldier pile and SEW retaining walls.

- Schedule J – 88th Street NE, within the City of Marysville and outside WSDOT Right-of-Way. This section includes all roadway improvements, including the construction of the roundabout at 36th Avenue NE, illumination, stormwater improvements, landscaping / irrigation, and a soldier pipe and SEW retaining walls.
- Schedule K – 88th Street NE. This section includes the Tribal waterline and sanitary sewer relocations, including a sanitary sewer pump station relocation at 34th Avenue NE.
- Schedule L – 88th Street NE. This section includes the City of Marysville waterline replacement.

## **1-01 Definition and Terms**

### **1-01.2 Abbreviations**

#### **1-01.2(2) Items of Work and Units of Measurement**

Section 1-01.2(2) is supplemented with the following:

(NWR ITS August 25, 2020)

|       |                                                         |
|-------|---------------------------------------------------------|
| ATM   | Active Traffic Management                               |
| bps   | Bits Per Second of Serial Data                          |
| CCTV  | Closed Circuit Television                               |
| CC    | Camera Cabinet                                          |
| CPU   | Central Processing Unit                                 |
| CWDM  | Coarse Wave Division Multiplex                          |
| dB    | Decibel                                                 |
| dBm   | Decibel referenced to 1 milliwatt                       |
| DMS   | Dynamic Message Sign                                    |
| DS    | Data Station                                            |
| ES    | Electronic Surveillance                                 |
| ESS   | Electronic Switching System                             |
| EPROM | Electronically Programmable Read-Only Memory            |
| FTC   | Fiber Terminal Cabinet                                  |
| Gb    | Gigabit                                                 |
| Gbps  | Gigabits per second                                     |
| HAR   | Highway Advisory Radio                                  |
| HARS  | Highway Advisory Radio Sign                             |
| HART  | Highway Advisory Radio Transmitter                      |
| ITS   | Intelligent Transportation System                       |
| Kbps  | Thousands of Bits Per Second of Serial Data             |
| LASER | Light Amplification by Stimulated Emission of Radiation |
| LCS   | Lane Control Sign                                       |
| LED   | Light Emitting Diode                                    |
| Mbps  | Millions of Bits Per Second of Serial Data              |
| MMFO  | Multimode Fiber Optics                                  |
| MUX   | Multiplexer                                             |
| nm    | Nanometer (10 <sup>-9</sup> meter)                      |
| OFNR  | Optical Fiber Nonconductive Riser                       |
| OSP   | Outside Plant                                           |
| OTDR  | Optical Time Domain Reflectometer                       |

|    |       |                                              |
|----|-------|----------------------------------------------|
| 1  | PTZ   | Pan, Tilt, Zoom (for camera control)         |
| 2  | RMU   | Rack Mounting Unit (1.75 inches)             |
| 3  | RWIS  | Road Weather Information System              |
| 4  | SC&DI | Surveillance, Control and Driver Information |
| 5  | SFP   | Small Form-factor Pluggable                  |
| 6  | SMFO  | Singlemode fiber optics                      |
| 7  | SMS   | Side Mount Dynamic Message Sign              |
| 8  | TC    | Terminal Cabinet                             |
| 9  | TMS   | Traffic Management System                    |
| 10 | TMC   | Transportation Management Center             |
| 11 | TWP   | Twisted Wire Pair                            |
| 12 | UPS   | Uninterruptible Power Supply                 |
| 13 | VMS   | Variable Message Sign                        |
| 14 | WSTA  | Weather Station                              |
| 15 | ZIF   | Zero-Insertion Force                         |

### 1-01.3 Definitions

(\*\*\*\*\*)

The twelfth, thirteenth, and fourteenth paragraphs of Section 1-01.3 are deleted.

The following new terms and definitions are inserted after the twenty-second paragraph of Section 1-01.3:

#### Dates

##### ***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the bids.

##### ***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest 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, 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.

1       **Completion Date**

2       The day all the Work specified in the Contract is completed and all the obligations of the  
3       Contractor under the Contract are fulfilled by the Contractor. All documentation required  
4       by the Contract and required by law must be furnished by the Contractor before  
5       establishment of this date.  
6

7       **Final Acceptance Date**

8       The date on which the Contracting Agency accepts the Work as complete.  
9

10      The following definitions in Section 1-01.3 are replaced and revised to read:

11  
12      **Award**

13      The formal decision of the Contracting Agency to accept the most responsible and responsive  
14      Bidder for the Work.  
15

16      **Contracting Agency**

17      Agency of Government that is responsible for the execution and administration of the Contract.  
18      "Contracting Agency" refers to the Tulalip Tribes of Washington.  
19

20      **Engineer**

21      The Contracting Agency's representative who administers the construction program for the  
22      Contracting Agency  
23

24      **Inspector**

25      The Contracting Agency's representative who inspects Contract performance in detail.  
26

27      **Laboratory**

28      The laboratories of the Contracting Agency, or other laboratories the Contracting Agency  
29      authorizes to test Work, soils, and materials.  
30

31      **Project Engineer**

32      The Engineer's representative who directly supervises the contractor's performance of the  
33      work including inspection, materials documentation and testing, progress estimate  
34      documentation, construction acceptance and other related activities.  
35

36      Section 1-01.3 is supplemented with the following:

37  
38      All references to "final contract voucher certification" shall be interpreted to mean the final  
39      payment form established by the Contracting Agency.

40      The venue of all causes of action arising from the advertisement, award, execution, and  
41      performance of the contract shall be specified by the Contracting Agency.  
42

43      **Additive**

44      A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
45      which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
46      bid.  
47

1 **Alternate**

2 One of two or more units of work or groups of bid items, identified separately in the Bid  
3 Proposal, from which the Contracting Agency may make a choice between different methods  
4 or material of construction for performing the same work.  
5

6 **Alternative Dispute Resolution**

7 A method of resolving disputes other than arbitration or litigation.  
8

9 **Business Day**

10 A business day is any day from Monday through Friday, except holidays as listed in Section  
11 1-08.5.  
12

13 **Construction Manager**

14 The individual or firm responsible for providing administration, management and related  
15 services as required to coordinate the Project, coordinate the Contractors and provide other  
16 services identified in the Contract Documents.  
17

18 **Contract Time**

19 The period of time established by the terms and conditions of the contract within which the  
20 work must be completed.  
21

22 **Indian/Native American**

23 The term "Indian or Native American" shall mean any person who is a member of a federally  
24 recognized Indian tribe, and recognized as an Indian by the United States, pursuant to its trust  
25 responsibility to American Indians.  
26

27 **Liquidated Damages**

28 The sum established in the Contract Documents as the predetermined measure of damages  
29 to be paid to the Tulalip Tribes of Washington due to the Contractor's failure to complete the  
30 Work, or portions thereof, within stipulated times.  
31

32 **NAOB or NAOB's**

33 Native American Owned Business that has been certified by Tulalip TERO.  
34

35 **Notice of Intent to Award**

36 The notice provided to the apparently successful Bidder stating that upon satisfactory  
37 compliance with all conditions precedent for execution of the Contract Form, within the time  
38 specified, the Tulalip Tribes of Washington intends to execute a Contract Form with the Bidder.  
39

40 **Notice to Proceed**

41 A notice provided by the Tulalip Tribes of Washington to the Contractor authorizing the  
42 Contractor to proceed with the Work and establishing the date for completion of the Work.  
43

44 **Preference/Preferred Employee/Hiring**

45 The term "Preferred Employee" shall mean a person entitled to a preference in employment  
46 under Ordinance No. 60, who must be hired in tier preference order before a non-Indian  
47 person, whenever an opening is available.  
48

1       **Regulations/Ordinance**

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

6       **Request for Information (RFI)**

7       Written request from the Contractor to the Engineer, through the Construction Manager,  
8       seeking an interpretation or clarification of the Contract Documents.

10       **Reservation**

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

14       **Samples**

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

18       **Surety**

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

25       **TERO**

26       Means the "Tulalip Tribal Employment Rights Office".

28       **Traffic**

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

32       **Tribal Court**

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

35       **Tribal Entity**

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

41       **Tribal Preference**

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

45       **Tribal Member**

46       The term "Tribal Member" and the term "Member" shall mean any person who is an enrolled  
47       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**

See Tulalip Tribes of Washington.

**Tulalip Tribes of Washington**

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

**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.

1       **Work**

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

4  
5       **1-02 BID PROCEDURES AND CONDITIONS**

6  
7       **1-02.2 Plans and Specifications**

8  
9       (\*\*\*\*\*)

10      Section 1-02.2 is deleted in its entirety. Refer to the Notice to Bidders and the Instructions to  
11      Bidders Section 2.10.

12  
13      **1-02.4 Examination of Plans, Specifications and Site of Work**

14  
15          **1-02.4(1) General**

16          *(December 30, 2022 APWA GSP Option B)*

17  
18          The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is  
19          revised to read:

20  
21              Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall  
22              request the explanation or interpretation in writing by close of business \*\*\*10\*\*\* business  
23              days preceding the bid opening to allow a written reply to reach all prospective Bidders  
24              before the submission of their Bids.

25  
26      This Section is supplemented with the following:

27  
28      (\*\*\*\*\*)

29      Contractor shall review the entire Contract to ensure that the completeness of their Proposal  
30      includes all items of Work regardless of where shown in the Contract. Bidders are cautioned  
31      that alternate sources of information (copies of the Contract obtained from third parties) are  
32      not necessarily an accurate or complete representation of the Contract. Bidders shall use such  
33      information at their own risk.

34  
35      The full Geotechnical Report, which includes soil log information, is included in the Appendix  
36      and is referenced information.

37      **1-02.4(2) Subsurface Information**

38      The first paragraph of Section 1-02.4(2) is revised to read:

39  
40      (\*\*\*\*\*)

41      If the Contracting Agency has made subsurface investigation of the site of the proposed Work,  
42      the boring log data and soil sample test data accumulated by the Contracting Agency will be  
43      made available for inspection by the Bidders. The boring logs, if and when included as an  
44      appendix to the Special Provisions, shall be considered as part of the Contract. Any such  
45      Subsurface Information are for reference use only and are provided solely to share information  
46      available to the Contracting Agency and any use of, or reliance upon, such items by the  
47      Contractor is at the risk of the Contractor.

Section 1-02.4(2) is supplemented with the following:

The soils information used for study and design of this project is available for review by the bidder at the following location:

\*\*\* Appendix A\*\*\*

The soils information includes the following:

\*\*\* Geotechnical Engineering Report, I-5 / 4th Street and 88th Street NE Corridor Improvements prepared by HWA dated June 18, 2026\*\*\*

### **1-02.5 Proposal Forms**

(\*\*\*\*\*)

Section 1-02.5 is deleted in its entirety.

### **1-02.6 Preparation of Proposal**

(\*\*\*\*\*)

Section 1-02.6 is supplemented with the following:

(\*\*\*\*\*)

#### **1-02.6 Progress Schedule Minimum Bid**

A minimum bid of \$30,000 lump sum has been established for the total of all bid schedules for the item "Type C Progress Schedule." The Contractor's bid shall equal or exceed that amount. If the Contractor's bid is less than the minimum specified amount, the Contracting Agency will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor's total bid amount. The corrected total bid amount will be used by the Contracting Agency for award purposes and to fix the amount of the contract bond.

### **1-02.7 Bid Deposit**

(\*\*\*\*\*)

Section 1-02.7 is deleted in its entirety.

### **1-02.9 Delivery of Proposal**

(\*\*\*\*\*)

Section 1-02.9 is deleted in its entirety.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

(\*\*\*\*\*)

Section 1-02.10 is deleted in its entirety.

1 **1-02.11 Combination and Multiple Proposals**

2  
3 (\*\*\*\*\*)

4 Section 1-02.11 is deleted in its entirety.

5  
6 **1-02.12 Public Opening of Proposals**

7  
8 (\*\*\*\*\*)

9 Section 1-02.12 is deleted in its entirety.

10  
11 **1-03 Award and Execution of Contract**

12  
13 **1-03.1 Consideration of Bids**

14  
15 (\*\*\*\*\*)

16 Section 1-03.1 is deleted in its entirety.

17  
18 **1-03.2 Award of Contract**

19  
20 (\*\*\*\*\*)

21 Section 1-03.2 is deleted in its entirety.

22  
23 **1-03.3 Execution Of Contract**

24  
25 (\*\*\*\*\*)

26 Section 1-03.3 is deleted in its entirety.

27  
28 **1-03.4 Contract Bond**

29  
30 (\*\*\*\*\*)

31 Section 1-03.4 is deleted in its entirety.

32  
33 **1-03.5 Failure to Execute Contract**

34  
35 (\*\*\*\*\*)

36 Section 1-03.5 is deleted in its entirety.

37  
38 **1-03.6 Return of Bid Deposit**

39  
40 (\*\*\*\*\*)

41 Section 1-03.6 is deleted in its entirety.

42  
43 **1-03.7 Judicial Review**

44  
45 (\*\*\*\*\*)

46 Section 1-03.7 is deleted in its entirety.

## 1-04 Scope of the Work

### 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(\*\*\*\*\*)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Division 0 – Bidding Requirements,
4. Special Provisions,
5. Contract Form,
6. Contract Plans,
7. Standard Specifications,
8. Contracting Agency's Standard Plans or Details (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### 1-04.4 Changes

Section 1-04.4 is revised to read:

(\*\*\*\*\*)

The Engineer, with the approval of the Contracting Agency, reserves the right to make, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered. Among others, these changes and alterations may include:

1. Deleting any part of the Work.
2. Increasing or decreasing quantities.
3. Altering Specifications, designs, or both.
4. Altering the way the Work is to be done.
5. Adding new Work.
6. Altering facilities, equipment, materials, services, or sites, provided by the Contracting Agency.
7. Ordering the Contractor to speed up or delay the Work.

The Engineer, with the approval of the Contracting Agency, will issue a written change order for changes unless the remainder of this Section provides otherwise.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable, with the approval of the Contracting Agency. If the alterations or changes in quantities do not significantly change the

character of the Work to be performed under the Contract, the altered Work will be paid for as provided elsewhere in the Contract. The term *significant change* shall be construed to apply only to the following circumstances:

- A. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- B. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

For item 1, an equitable adjustment for deleted Work will be made as provided in Section 1-09.4.

For item 2, if the actual quantity of any item, exclusive of added or deleted amounts included in agreed change orders, increases or decreases by more than 25 percent from the original Plan quantity, the unit Contract prices for that item may be adjusted in accordance with Section 1-04.6.

For any changes except item 1 (deleted Work) or item 2 (increasing or decreasing quantities), the Engineer and the Contracting Agency, will determine if the change should be paid for at unit Contract price(s). If the Engineer and the Contracting Agency determines that the change increased or decreased the Contractor's costs or time to do any of the Work including unchanged Work, the Engineer and the Contracting Agency will make an equitable adjustment to the Contract. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer and the Contracting Agency will determine the amount of the equitable adjustment in accordance with Section 1-09.4 and adjust the time as the Engineer and the Contracting Agency deem appropriate. Extensions of time will be evaluated in accordance with Section 1-08.8. The Engineer's and Contracting Agency's decision concerning equitable adjustment and extension of time shall be final as provided in Section 1-05.1.

The Contractor shall proceed with the Work upon receiving:

- 1. A written change order approved by the Engineer and Contracting Agency, or
- 2. An oral order from the Project Engineer and Contracting Agency before actually receiving the written change order.

Changes normally noted on field stakes or variations from estimated quantities, except as provided in subparagraph A or B above, will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the Surety or Sureties if the Engineer or Contracting Agency requests such consent.

The Contracting Agency has a policy for the administration of cost reduction alternatives proposed by the Contractor. The Contractor may submit proposals for changing the Plans, Specifications, or other requirements of the Contract. These proposals must reduce the cost or time required for construction of the project. When determined appropriate by the Contracting Agency, the Contractor will be allowed to share the savings.

Guidelines for submitting Cost Reduction Incentive Proposals are available at the Project Engineer's office. The actions and requirements described in the guidelines are not part of the Contract. The guidelines requirements and the Contracting Agency's decision to accept or reject the Contractor's proposal are not subject to arbitration under the arbitration clause or otherwise subject to litigation.

**1-04.4(1) Minor Changes**  
(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \*\*\*\$1,000,000\*\*\* or less 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. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

**1-05 Control of Work**

**1-05.1 Authority of the Engineer**

Section 1-05.1 is revised to read:

(\*\*\*\*\*)

The Engineer and the Contracting Agency shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the Contracting Agency authority over the Work. Whenever it is so provided in this Contract, the decision of the Engineer and Contracting Agency shall be final: provided, however, that if an action is brought within the time allowed in this Contract challenging the Engineer's and Contracting Agency's decision, that decision shall be subject to the scope of judicial review provided in such cases under Washington case law. The Engineer's and Contracting Agency's decisions will be final on all questions including, but not limited to, the following:

1. Quality and acceptability of materials and Work,
2. Measurement of unit price Work,
3. Acceptability of rates of progress on the Work,
4. Interpretation of Plans and Specifications,
5. Determination as to the existence of changed or differing site conditions,
6. Fulfillment of the Contract by the Contractor,
7. Payments under the Contract including equitable adjustment,
8. Suspension(s) of Work,
9. Termination of the Contract for default or public convenience,
10. Determination as to unworkable days, and
11. Approval of Working Drawings.

The Project Engineer represents the Engineer on the project, with full authority to enforce Contract requirements and carry out the Engineer's and Contracting Agency's orders. If the

Contractor fails to respond promptly to the requirements of the Contract or orders from the Engineer and Contracting Agency:

1. The Project Engineer may use Contracting Agency resources, other contractors, or other means to accomplish the Work; and
2. The Contracting Agency will not be obligated to pay the Contractor, and will deduct from the Contractor's payments any costs that result when any other means are used to carry out the Contract requirements or Engineer's orders.

At the Contractor's risk, the Project Engineer with approval of the Contracting Agency may suspend all or part of the Work according to Section 1-08.6.

Nothing in these Specifications or in the Contract requires the Engineer or Contracting Agency to provide the Contractor with direction or advice on how to do the Work. If the Engineer or Contracting Agency approves or recommends any method or manner for doing the Work or producing materials, the approval or recommendation shall not:

1. Guarantee that following the method or manner will result in compliance with the Contract,
2. Relieve the Contractor of any risks or obligations under the Contract, or
3. Create any Contracting Agency liability

#### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Section 1-05.4 is supplemented with the following:

***(September 3, 2024)***

##### ***Contractor Surveying - Structure***

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of bridges, noise walls, retaining walls, buried structures, and marine structures. 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 three 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.



1 The survey work by the Contractor shall include but not be limited to the following:  
2

- 3 1. Verify the primary horizontal and vertical control furnished by the Contracting  
4 Agency and expand into secondary control by adding stakes and hubs as well as  
5 additional survey control needed for the project. Provide descriptions of secondary  
6 control to the Contracting Agency. The description shall include coordinates and  
7 elevations of all secondary control points.  
8
- 9 2. Establish, by placing hubs and/or marked stakes, the location with offsets of  
10 foundation shafts and piles.  
11
- 12 3. Establish offsets to footing centerline of bearing for structure excavation.  
13
- 14 4. Establish offsets to footing centerline of bearing for footing forms.  
15
- 16 5. Establish wing wall, retaining wall, noise wall, and buried structure horizontal  
17 alignment.  
18
- 19 6. Establish retaining wall top of wall profile grade.  
20
- 21 7. Establish buried structure profile grade.  
22
- 23 8. Establish elevation benchmarks for all substructure formwork.  
24
- 25 9. Check elevations at top of footing concrete line inside footing formwork immediately  
26 prior to concrete placement.  
27
- 28 10. Check column location and pier centerline of bearing at top of footing immediately  
29 prior to concrete placement.  
30
- 31 11. Establish location and plumbness of column forms, and monitor column plumbness  
32 during concrete placement.  
33
- 34 12. Establish pier cap and crossbeam top and bottom elevations and centerline of  
35 bearing.  
36
- 37 13. Check pier cap and crossbeam top and bottom elevations and centerline of bearing  
38 prior to and during concrete placement.  
39
- 40 14. Establish grout pad locations and elevations.  
41
- 42 15. Establish structure bearing locations and elevations, including locations of anchor  
43 bolt assemblies.  
44
- 45 16. Establish box girder bottom slab grades and locations.  
46
- 47 17. Establish girder and/or web wall profiles and locations.  
48
- 49 18. Establish diaphragm locations and centerline of bearing.  
50

- 1 19. Establish roadway slab alignment, grades and provide dimensions from top of girder  
2 to top of roadway slab. Set elevations for deck paving machine rails.  
3  
4 20. Establish traffic barrier and curb profile.  
5  
6 21. Profile all girders prior to the placement of any deadload or construction live load  
7 that may affect the girder's profile.  
8  
9 22. Establish locations for marine structures including fixed and floating berthing  
10 structures, vehicle and pedestrian foundations and spans, and marine-based  
11 buildings.  
12

13 The Contractor shall provide the Contracting Agency copies of any calculations and staking  
14 data when requested by the Engineer.  
15

16 The Contractor shall submit the computed elevations at the top of bridge decks as a Type 2  
17 Working Drawing. To compute top of bridge deck elevations, elevations shall be taken at the  
18 tenth points along the centerline of each girder web from center-to-center of bearing. For  
19 girders exceeding 100 feet in length, the elevations shall be taken at equivalent intervals not  
20 to exceed 10 feet.  
21

22 The Contractor shall ensure a surveying accuracy within the following tolerances:  
23

|                                 | <u>Vertical</u> | <u>Horizontal</u> |
|---------------------------------|-----------------|-------------------|
| 24 1. Stationing on structures  |                 | ±0.02 feet        |
| 25 2. Alignment on structures   |                 | ±0.02 feet        |
| 26 3. Superstructure elevations | ±0.01 feet      |                   |
| 27                              | variation from  |                   |
| 28                              | plan elevation  |                   |
| 29 4. Substructure              | ±0.02 feet      |                   |
| 30                              | variation from  |                   |
| 31                              | Plan grades.    |                   |
| 32                              |                 |                   |
| 33                              |                 |                   |

34 Buried structures shall be within the tolerances described in Section 6-20.3.  
35

36 The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will  
37 not change the requirements for normal checking by the Contractor.  
38

39 When staking the following items, the Contractor shall perform independent checks from  
40 different secondary control to ensure that the points staked for these items are within the  
41 specified survey accuracy tolerances:  
42

43 Piles  
44 Shafts  
45 Footings  
46 Columns  
47

48 The Contractor shall calculate coordinates for the points associated with piles, shafts,  
49 footings and columns. The Contracting Agency will verify these coordinates prior to issuing

1 approval to the Contractor for commencing with the survey work. The Contracting Agency  
2 will require up to seven calendar days from the date the data is received to issuing approval.

3  
4 Contract work to be performed using contractor-provided stakes shall not begin until the  
5 stakes are approved by the Contracting Agency. Such approval shall not relieve the  
6 Contractor of responsibility for the accuracy of the stakes.

7  
8 **Payment**

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

10  
11 "Structure Surveying", per lump sum.

12  
13 The lump sum contract price for "Structure Surveying" shall be full pay for all labor,  
14 equipment, materials, and supervision utilized to perform the Work specified, including any  
15 resurveying, checking, correction of errors, replacement of missing or damaged stakes, and  
16 coordination efforts.

17  
18 **(January 13, 2021)**

19 **Contractor Surveying - Roadway**

20 The Contracting Agency has provided primary survey control in the Plans.

21  
22 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
23 stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage,  
24 surfacing, paving, channelization and pavement marking, illumination and signals, guardrails  
25 and barriers, and signing. Except for the survey control data to be furnished by the  
26 Contracting Agency, calculations, surveying, and measuring required for setting and  
27 maintaining the necessary lines and grades shall be the Contractor's responsibility.

28  
29 The Contractor shall inform the Engineer when monuments are discovered that were not  
30 identified in the Plans and construction activity may disturb or damage the monuments. All  
31 monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length  
32 of the project or be replaced at the Contractors expense.

33  
34 Detailed survey records shall be maintained, including a description of the work performed  
35 on each shift, the methods utilized, and the control points used. The record shall be adequate  
36 to allow the survey to be reproduced. A copy of each day's record shall be provided to the  
37 Engineer within three working days after the end of the shift.

38  
39 The meaning of words and terms used in this provision shall be as listed in "Definitions of  
40 Surveying and Associated Terms" current edition, published by the American Congress on  
41 Surveying and Mapping and the American Society of Civil Engineers.

42  
43 The survey work shall include but not be limited to the following:

- 44  
45 1. Verify the primary horizontal and vertical control furnished by the Contracting  
46 Agency, and expand into secondary control by adding stakes and hubs as well as  
47 additional survey control needed for the project. Provide descriptions of secondary  
48 control to the Contracting Agency. The description shall include coordinates and  
49 elevations of all secondary control points.  
50

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

|                                                    | <u>Vertical</u> | <u>Horizontal</u>                                                          |
|----------------------------------------------------|-----------------|----------------------------------------------------------------------------|
| Slope stakes                                       | ±0.10 feet      | ±0.10 feet                                                                 |
| Subgrade grade stakes set<br>0.04 feet below grade | ±0.01 feet      | ±0.5 feet<br>(parallel to alignment)<br>±0.1 feet<br>(normal to alignment) |
| Stationing on roadway                              | N/A             | ±0.1 feet                                                                  |
| Alignment on roadway                               | N/A             | ±0.04 feet                                                                 |
| Surfacing grade stakes                             | ±0.01 feet      | ±0.5 feet<br>(parallel to alignment)<br>±0.1 feet<br>(normal to alignment) |
| Roadway paving pins for<br>surfacing or paving     | ±0.01 feet      | ±0.2 feet<br>(parallel to alignment)<br>±0.1 feet<br>(normal to alignment) |

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

#### **Payment**

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

"Roadway Surveying", per lump sum.

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

5  
6 (\*\*\*\*\*)

7 **Contractor Surveying – Utilities**

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

10  
11 The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes  
12 and grades necessary for the construction of the utilities, including water mains, sanitary  
13 sewer, and all related appurtenances. Except for the survey control data to be furnished by  
14 the Contracting Agency, calculations, surveying, and measuring required for setting and  
15 maintaining the necessary lines and grades shall be the Contractor's responsibility.

16  
17 The Contractor shall inform the Engineer when monuments are discovered that were not  
18 identified in the Plans and construction activity may disturb or damage the monuments. All  
19 monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length  
20 of the project or be replaced at the Contractor's expense.

21  
22 Detailed survey records shall be maintained, including a description of the work performed on  
23 each shift, the methods utilized, and the control points used. The record shall be adequate to  
24 allow the survey to be reproduced. A copy of each day's record shall be provided to the  
25 Engineer within 3 working days after the end of the shift.

26  
27 The meaning of words and terms used in this provision shall be as listed in *Definitions of*  
28 *Surveying and Associated Terms* current edition, published by the American Congress on  
29 Surveying and Mapping and the American Society of Civil Engineers.

30  
31 The survey work shall include but not be limited to the following:

- 32 1. Verify the primary horizontal and vertical control furnished by the Contracting Agency,  
33 and expand into secondary control by adding stakes and hubs as well as additional  
34 survey control needed for the project. Provide descriptions of secondary control to the  
35 Contracting Agency. The description shall include coordinates and elevations of all  
36 secondary control points.
- 37 2. Establish water main and/or sanitary sewer by placing hubs, stakes, or marks on  
38 offsets to centerline at all fittings, valves, and at points on the alignments spaced no  
39 further than 50 feet. Place hubs, stakes, or marks on offsets as necessary to  
40 adequately locate and construct all fire hydrants, meter boxes/vaults, air/vacuum relief  
41 valves, casings, and other appurtenances shown on the Plans.
- 42 3. Establish intermediate elevation benchmarks as needed to check work throughout the  
43 project.
- 44 4. For all other types of water and/or sanitary sewer construction included in this  
45 provision, provide staking and layout as necessary to adequately locate, construct,  
46 and check the specific construction activity.
- 47

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

3  
4 To facilitate the establishment of these lines and elevations, the Contracting Agency will  
5 provide the Contractor with primary survey control information consisting of descriptions of  
6 two primary control points used for the horizontal and vertical control. Primary control points  
7 will be described by reference to the project alignment and the coordinate system and  
8 elevation datum utilized by the project.

9  
10 The Contractor shall ensure a surveying accuracy within the following tolerances:

|                                                                | <u>Vertical</u> | <u>Horizontal</u> |
|----------------------------------------------------------------|-----------------|-------------------|
| 11<br>12 Water Main and Sanitary Sewer<br>13 and Appurtenances | 14 ±0.10 feet   | 15 ±0.10 feet     |

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

18  
19 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will  
20 verify these coordinates prior to issuing approval to the Contractor for commencing with the  
21 work. The Contracting Agency will require up to 7 calendar days from the date the data is  
22 received.

23  
24 Contract work to be performed using Contractor-provided stakes shall not begin until the  
25 stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor  
26 of responsibility for the accuracy of the stakes.

27  
28 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed  
29 that are not described in the Plans, those stakes shall be marked at no additional cost to the  
30 Contracting Agency as ordered by the Engineer.

31  
32 Where Utility Surveying is included in a specific schedule of work in the Bid Proposal and  
33 Roadway Surveying is required for restoration of trenching or other disturbed areas as a result  
34 of the utility work, then the Contractor shall provide stakes and markings as needed to  
35 complete the work to the tolerances and as described above under Roadway Surveying.

### 36 37 **Payment**

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

39  
40 "Utility Surveying", per lump sum.

41  
42 The lump sum contract price for "Utility Surveying" shall be full pay for all labor, equipment,  
43 materials, and supervision utilized to perform the Work specified, including any resurveying,  
44 checking, correction of errors, replacement of missing or damaged stakes, and coordination  
45 efforts.

46  
47 **(April 4, 2011)**

### 48 **Licensed Surveyors**

49 The Contractor shall be responsible for reestablishing or locating legal survey markers such  
50 as GLO monuments or property corner monuments, conduct boundary surveys to determine

Contracting Agency right-of-way locations, and obtain, review and analyze deeds and records as necessary to determine these boundaries. The Contracting Agency will provide "rights of entry" as needed by the Contractor to perform the work.

The Contractor shall brush out or clear and stake or mark the right-of-way lines as designated by the Engineer.

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 Contractors expense.

When required, the Contractor shall prepare and file a Record of Survey map in accordance with RCW 58.09 and provide a recorded copy to the Contracting Agency. The Contracting Agency will provide all existing base maps, existing horizontal and vertical control, and other material available with Washington State Plane Coordinate information to the Contractor. The Contracting Agency will also provide maps, plan sheets, and/or aerial photographs clearly identifying the limits of the areas to be surveyed. The Contractor shall establish Washington State Plane Coordinates on all points required in the Record of Survey and other points designated in the Contract documents.

Existing right of way documentation, existing base maps, existing horizontal and vertical control descriptions, maps, plan sheets, aerial photographs and all other available material may be viewed by prospective bidders at the office of the Engineer.

The Contractor shall perform all of the necessary calculations for the contracted survey work and shall provide copies of these calculations to the Contracting Agency. Electronic files of all survey data shall be provided and in a format acceptable to the Contracting Agency.

All survey work performed by the Contractor shall conform to all applicable sections of the Revised Code of Washington and the Washington Administrative Code.

The Contractor shall provide all traffic control, signing, and temporary traffic control devices in order to provide a safe work zone.

#### **Payment**

Payment will be made in accordance with Section 1-09.6 for the following bid item when included in the proposal:

"Licensed Surveying", Force Account.

For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item "Licensed Surveying" in the bid proposal to become a part of the total bid by the Contractor.



(April 22, 2025 APWA GSP, Option D)

Supplement this section with the following:

**Contractor Surveying – ADA Features**

**ADA Feature Staking Requirements**

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

**ADA Feature Contract Compliance**

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

**ADA Feature Measurements**

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

**Payment**

Payment will be made for the following bid item that is included in the Proposal:

“ADA Feature Surveying”, per lump sum.

The lump sum Contract price for “ADA Feature Surveying” shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

**1-05.7 Removal of Defective and Unauthorized Work**

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

1 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
2 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

3  
4 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
5 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,  
6 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due,  
7 or to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
8 without limitation, compensation for additional professional services required, and costs for  
9 repair and replacement of work of others destroyed or damaged by correction, removal, or  
10 replacement of the Contractor's unauthorized work.

11  
12 No adjustment in contract time or compensation will be allowed because of the delay in the  
13 performance of the work attributable to the exercise of the Contracting Agency's rights  
14 provided by this Section.

15  
16 The rights exercised under the provisions of this section shall not diminish the Contracting  
17 Agency's right to pursue any other avenue for additional remedy or damages with respect to  
18 the Contractor's failure to perform the work as required.

#### 19 20 **1-05.11 Final Inspection**

21  
22 Delete this section and replace it with the following:

#### 23 24 **1-05.11 Final Inspections and Operational Testing** 25 *(October 1, 2005 APWA GSP)*

##### 26 27 **1-05.11(1) Substantial Completion Date**

28  
29 When the Contractor considers the work to be substantially complete, the Contractor shall so  
30 notify the Engineer and request the Engineer establish the Substantial Completion Date. The  
31 Contractor's request shall list the specific items of work that remain to be completed in order  
32 to reach physical completion. The Engineer will schedule an inspection of the work with the  
33 Contractor to determine the status of completion. The Engineer may also establish the  
34 Substantial Completion Date unilaterally.

35  
36 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially  
37 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will  
38 set the Substantial Completion Date. If, after this inspection the Engineer does not consider  
39 the work substantially complete and ready for its intended use, the Engineer will, by written  
40 notice, so notify the Contractor giving the reasons therefor.

41  
42 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
43 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
44 interruption, the work necessary to reach Substantial and Physical Completion. The  
45 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor  
46 expects to reach substantial and physical completion of the work.

47  
48 The above process shall be repeated until the Engineer establishes the Substantial  
49 Completion Date and the Contractor considers the work physically complete and ready for  
50 final inspection.

1  
2 **1-05.11(2) Final Inspection and Physical Completion Date**  
3

4 When the Contractor considers the work physically complete and ready for final inspection,  
5 the Contractor by written notice, shall request the Engineer to schedule a final inspection. The  
6 Engineer will set a date for final inspection. The Engineer and the Contractor will then make  
7 a final inspection and the Engineer will notify the Contractor in writing of all particulars in which  
8 the final inspection reveals the work incomplete or unacceptable. The Contractor shall  
9 immediately take such corrective measures as are necessary to remedy the listed  
10 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption  
11 until physical completion of the listed deficiencies. This process will continue until the Engineer  
12 is satisfied the listed deficiencies have been corrected.  
13

14 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written  
15 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take  
16 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.  
17

18 The Contractor will not be allowed an extension of contract time because of a delay in the  
19 performance of the work attributable to the exercise of the Engineer's right hereunder.  
20

21 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting  
22 Agency, in writing, of the date upon which the work was considered physically complete. That  
23 date shall constitute the Physical Completion Date of the contract, but shall not imply  
24 acceptance of the work or that all the obligations of the Contractor under the contract have  
25 been fulfilled.  
26

27 **1-05.11(3) Operational Testing**  
28

29 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete  
30 and operable system. Therefore when the work involves the installation of machinery or other  
31 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation  
32 systems; buildings; or other similar work it may be desirable for the Engineer to have the  
33 Contractor operate and test the work for a period of time after final inspection but prior to the  
34 physical completion date. Whenever items of work are listed in the Contract Provisions for  
35 operational testing they shall be fully tested under operating conditions for the time period  
36 specified to ensure their acceptability prior to the Physical Completion Date. During and  
37 following the test period, the Contractor shall correct any items of workmanship, materials, or  
38 equipment which prove faulty, or that are not in first class operating condition. Equipment,  
39 electrical controls, meters, or other devices and equipment to be tested during this period shall  
40 be tested under the observation of the Engineer, so that the Engineer may determine their  
41 suitability for the purpose for which they were installed. The Physical Completion Date cannot  
42 be established until testing and corrections have been completed to the satisfaction of the  
43 Engineer.  
44

45 The costs for power, gas, labor, material, supplies, and everything else needed to successfully  
46 complete operational testing, shall be included in the unit contract prices related to the system  
47 being tested, unless specifically set forth otherwise in the proposal.  
48

49 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's  
50 guaranties or warranties furnished under the terms of the contract.

1  
2 **1-05.12(1) One-Year Guarantee Period**

3 *(March 8, 2013 APWA GSP)*  
4

5 The Contractor shall return to the project and repair or replace all defects in  
6 workmanship and material discovered within one year after Final Acceptance of the  
7 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
8 days of receiving Contracting Agency's written notice of a defect, and shall complete  
9 such work within the time stated in the Contracting Agency's notice. In case of an  
10 emergency, where damage may result from delay or where loss of services may result,  
11 such corrections may be made by the Contracting Agency's own forces or another  
12 contractor, in which case the cost of corrections shall be paid by the Contractor. In the  
13 event the Contractor does not accomplish corrections within the time specified, the work  
14 will be otherwise accomplished and the cost of same shall be paid by the Contractor.  
15

16 When corrections of defects are made, the Contractor shall then be responsible for  
17 correcting all defects in workmanship and materials in the corrected work for one year  
18 after acceptance of the corrections by Contracting Agency.  
19

20 This guarantee is supplemental to and does not limit or affect the requirements that the  
21 Contractor's work comply with the requirements of the Contract or any other legal rights  
22 or remedies of the Contracting Agency.  
23

24 **1-05.13 Superintendents, Labor, and Equipment of Contractor**

25 *(August 14, 2013 APWA GSP)*  
26

27 Delete the sixth and seventh paragraphs of this section.  
28

29 **1-05.14 Cooperation with Other Contractors**  
30

31 Section 1-05.14 is supplemented with the following:  
32

33 *(March 13, 1995)*

34 **Other Contracts Or Other Work**

35 It is anticipated that the following work adjacent to or within the limits of this project will be  
36 performed by others during the course of this project and will require coordination of the work:  
37

38 WSDOT

39 \*\*\* SR 529 / SB Steamboat Slough Bridge - Bridge Painting \*\*\*  
40

41 City of Marysville

42 \*\*\* 88th St NE Corridor Phase 1 – Ad date 4/26; Phase 2 (2030) \*\*\*

43 \*\*\* 88th St NE and State Ave Intersection (2030) \*\*\*

44 \*\*\* Ingraham Blvd and 84th St NE (2026) \*\*\*

45 \*\*\* Annual Pavement Preservation Program (varies) \*\*\*

46 \*\*\* Ebey Waterfront Trail (2026) \*\*\*

47 \*\*\* Interfor Fill – currently under construction through end of 2027 \*\*\*

48 \*\*\* Geddes Marina Remediation (2027) \*\*\*

49 \*\*\* West Marysville Lift Station Replacement (2027) \*\*\*  
50

1 **1-05.15 Method of Serving Notices**

2 (\*\*\*\*\*)

3  
4 Revise the second paragraph to read:

5  
6 All correspondence from the Contractor shall be served and directed to the contracting  
7 agency. All correspondence from the Contractor constituting any notification, notice of  
8 protest, notice of dispute, or other correspondence constituting notification required to be  
9 furnished under the Contract, must be written in paper format, hand delivered or sent via  
10 certified mail delivery service with return receipt requested to the contracting agency  
11 office. Electronic copies such as e-mails or electronically delivered copies of  
12 correspondence will not constitute such notice and will not comply with the requirements  
13 of the Contract.

14  
15 Add the following new section:

16  
17 **1-05.16 Water and Power**

18 (October 1, 2005 APWA GSP)

19  
20 The Contractor shall make necessary arrangements, and shall bear the costs for power and  
21 water necessary for the performance of the work, unless the contract includes power and  
22 water as a pay item.

23  
24 Add the following new section:

25  
26 (\*\*\*\*\*)

27 **1-05.16(1) Dechlorination**

28  
29 The Contractor is responsible for proper disposal of test and flush water. Chlorinated water  
30 shall not be flushed, drained, or directed into the storm drains or ditch systems.

31  
32 Add the following new section:

33  
34 **1-05.18 Record Drawings**

35 (March 8, 2013 APWA GSP)

36  
37 The Contractor shall maintain one set of full size plans for Record Drawings, updated with  
38 clear and accurate red-lined field revisions on a daily basis, and within 2 business days after  
39 receipt of information that a change in Work has occurred. The Contractor shall not conceal  
40 any work until the required information is recorded.

41  
42 This Record Drawing set shall be used for this purpose alone, shall be kept separate from  
43 other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings  
44 shall be kept on site at the Contractor's field office, and shall be available for review by the  
45 Contracting Agency at all times. The Contractor shall bring the Record Drawings to each  
46 progress meeting for review.

47  
48 The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a  
49 single, experienced, and qualified individual. The quality of the Record Drawings, in terms of  
50 accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to

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

4  
5 The Record Drawing markups shall document all changes in the Work, both concealed and  
6 visible. Items that must be shown on the markups include but are not limited to:

- 7  
8
  - Actual dimensions, arrangement, and materials used when different than shown in the  
9 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  
12 appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks,  
13 landscaping areas, building footprints, channelization and pavement markings, etc.  
14 Include pipe invert elevations, top of castings (manholes, inlets, etc.).

15  
16  
17 If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting  
18 Agency will provide the elevations at the tolerances the Contracting Agency requires for the  
19 Record Drawings.

20  
21 When the Contract calls for the Contractor to do the surveying/staking, the applicable  
22 tolerance limits include, but are not limited to the following:

|                                                          | Vertical     | Horizontal   |
|----------------------------------------------------------|--------------|--------------|
| 23 As-built sanitary & storm invert and grate elevations | ± 0.01 foot  | ± 0.01 foot  |
| 24 As-built monumentation                                | ± 0.001 foot | ± 0.001 foot |
| 25 As-built waterlines, inverts, valves, hydrants        | ± 0.10 foot  | ± 0.10 foot  |
| 26 As-built ponds/swales/water features                  | ± 0.10 foot  | ± 0.10 foot  |
| 27 As-built buildings (fin. Floor elev.)                 | ± 0.01 foot  | ± 0.10 foot  |
| 28 As-built gas lines, power, TV, Tel, Com               | ± 0.10 foot  | ± 0.10 foot  |
| 29 As-built signs, signals, etc.                         | N/A          | ± 0.10 foot  |

30  
31  
32 Making Entries on the Record Drawings:

- 33  
34
  - Use erasable colored pencil (not ink) for all markings on the Record Drawings,  
35 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  
40 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  
44 (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

45  
46 The Contractor shall certify on the Record Drawings that said drawings are an accurate  
47 depiction of built conditions, and in conformance with the requirements detailed above. The  
48 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                          | Lump Sum |
|------------------------------------------|----------|
| (Minimum Bid Schedule A \$ ***10,500***) |          |
| (Minimum Bid Schedule B \$ ***21,000***) |          |
| (Minimum Bid Schedule C \$ ***700***)    |          |
| (Minimum Bid Schedule D \$ ***1,400***)  |          |
| (Minimum Bid Schedule E \$ ***700***)    |          |
| (Minimum Bid Schedule F \$ ***700***)    |          |
| (Minimum Bid Schedule G \$ ***14,000***) |          |
| (Minimum Bid Schedule H \$ ***7,000***)  |          |
| (Minimum Bid Schedule I \$ ***7,000***)  |          |
| (Minimum Bid Schedule J \$ ***5,600***)  |          |
| (Minimum Bid Schedule K \$ ***700***)    |          |
| (Minimum Bid Schedule L \$ ***700***)    |          |

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**

Section 1-06 is supplemented with the following:

### **Buy America Requirements**

**(October 1, 2025)**

#### **General Requirements**

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All Manufactured Products used in the project. This means the manufactured product was manufactured (final assembly) in the United States.
3. All Construction Materials used in the project. This means that all manufacturing processes for the construction material occurred in the United States.

1 An article, material, or supply will be classified in one of four categories: 1) Iron or Steel  
2 Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only a  
3 single category will apply to an item except as follows:  
4

- 5 1. With respect to precast concrete products that are classified as Manufactured  
6 Products, the components of precast concrete products that consist wholly or  
7 predominantly of iron, steel, or combination of both shall meet the requirements for  
8 and be tracked as an Iron or Steel Product. The item shall also meet the  
9 requirements for and be tracked as a Manufactured Product.  
10
- 11 2. With respect to intelligent transportation systems and other electronic hardware  
12 systems that are classified as Manufactured Products, the cabinets or other  
13 enclosures of such systems that consist wholly or predominantly of iron, steel, or a  
14 combination of both, shall meet the requirements for and be tracked as an Iron or  
15 Steel Products. The item shall also meet the requirements for and be tracked as a  
16 Manufactured Product.  
17

18 Some contract items are composed of multiple parts that may fall into different categories.  
19 Individual components will be categorized as a Construction Material, a Manufactured  
20 Product, an Iron or Steel Product, or an excluded material based on their composition when  
21 they arrive at the staging area or work site.  
22

### 23 **Definitions**

- 24 1. Construction Material: Defined as any article, material, or supply brought to the  
25 construction site for incorporation into the final product. Construction materials include  
26 an article, material, or supply that is or consists primarily of:  
27
  - 28 a. Non-ferrous metals including all manufacturing processes, from initial smelting or  
29 melting through final shaping, coating, and assembly;  
30
  - 31 b. Plastic and polymer-based products including all manufacturing processes, from  
32 initial combination of constituent plastic or polymer-based inputs, or, where  
33 applicable, constituent composite materials, until the item is in its final form);  
34
  - 35 c. Glass including all manufacturing processes, from initial batching and melting of raw  
36 materials through annealing, cooling, and cutting);  
37
  - 38 d. Fiber optic cable (includes drop cable) including all manufacturing processes, from  
39 initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber  
40 optic cable also includes the standards for glass and optical fiber);  
41
  - 42 e. Optical fiber including all manufacturing processes, from the initial preform  
43 fabrication stage, though the completion of the draw;  
44
  - 45 f. Lumber including all manufacturing processes, from initial debarking through  
46 treatment and planing;  
47
  - 48 g. Drywall including all manufacturing processes, from initial blending of mined or  
49 synthetic gypsum plaster and additives through cutting and drying of sandwiched  
50 panels; or



h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:

a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.

b. Temporary materials that are not being permanently incorporated into the project.

c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, and are not an Iron or Steel Product or a Construction Material, they are a Manufactured Product and not an Excluded Material.

3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.

4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

If a Manufactured Material is not manufactured in the United States, it shall be considered a Foreign Manufactured Product.

1 5. United States: To further define the coverage, a domestic product is a manufactured  
2 steel construction material that was produced in one of the 50 states, the District of  
3 Columbia, Puerto Rico, or in the territories and possessions of the United States.  
4

5 ***Iron or Steel Product Requirements***

6 Iron or Steel Products that are permanently incorporated into the project shall consist of  
7 American-made materials only. Buy America requirements do not apply to temporary steel or  
8 iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.  
9

10 Minor amounts of foreign steel and iron may be utilized in this project provided the cost of  
11 the foreign material used does not exceed one-tenth of one percent of the total contract cost  
12 or \$2,500.00, whichever is greater.  
13

14 American-made material is defined as material having all manufacturing processes occurring  
15 domestically.  
16

17 If domestically produced steel billets or iron ingots are exported outside of the United States,  
18 as defined above, for any manufacturing process then the resulting product does not conform  
19 to the Buy America requirements. Additionally, products manufactured domestically from  
20 foreign source steel billets or iron ingots do not conform to the Buy America requirements  
21 because the initial melting and mixing of alloys to create the material occurred in a foreign  
22 country.  
23

24 Manufacturing begins with the initial melting and mixing and continues through the coating  
25 stage. Any process which modifies the chemical content, the physical size or shape, or the  
26 final finish is considered a manufacturing process. The processes include rolling, extruding,  
27 machining, bending, grinding, drilling, welding, and coating. The action of applying a coating  
28 to steel or iron is deemed a manufacturing process. Coating includes epoxy coating,  
29 galvanizing, aluminizing, painting, and any other coating that protects or enhances the value  
30 of steel or iron. Any process from the original reduction from ore to the finished product  
31 constitutes a manufacturing process for iron.  
32

33 Due to a nationwide waiver, Buy America requirements do not apply to raw materials (iron  
34 ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and  
35 reduced iron ore.  
36

37 The following are considered to be steel manufacturing processes:  
38

39 1. Production of steel by any of the following processes:  
40

41 a. Open hearth furnace.  
42

43 b. Basic oxygen.  
44

45 c. Electric furnace.  
46

47 d. Direct reduction.  
48

49 2. Rolling, heat treating, and any other similar processing.  
50

- 1           3. Fabrication of the products:  
2  
3           a. Spinning wire into cable or strand.  
4  
5           b. Corrugating and rolling into culverts.  
6  
7           c. Shop fabrication.  
8

9 A certification of materials origin will be required for all iron or steel products prior to such  
10 items being incorporated into the permanent work. The Contractor will not receive payment  
11 until the certification is received by the Engineer. The certification shall be on WSDOT Form  
12 350-109 provided by the Engineer, or such other form approved by the Contracting Agency,  
13 provided it contains the same information as WSDOT Form 350-109.  
14

15 ***Manufactured Products and Construction Material Requirements***

16 A Contractor provided certification of materials origin will be required before each progress  
17 estimate or payment. The Contractor will not receive payment until the certification is received  
18 by the Engineer. The Contractor shall certify that all Manufactured Products and all  
19 Construction Materials installed during the current progress estimate period meet the Buy  
20 America requirements. The certification shall be on WSDOT Form 350-108 provided by the  
21 Engineer, or such other form approved by the Contracting Agency, provided it contains the  
22 same information as WSDOT Form 350-108.  
23

24 **Iron or Steel Products in a Manufactured Product**

25 In addition to providing the certification of materials origin for the Manufactured Product,  
26 the iron or steel products in a manufactured product are subject to the Buy America  
27 requirements as follows:  
28

- 29           1. When a precast concrete product is classified as a Manufactured Product, the  
30 components that are an Iron or Steel Product shall follow the "Iron or Steel  
31 Requirements" of this Specification.  
32  
33           2. When an electronic hardware system such as an intelligent transportation  
34 system is classified as a Manufactured Product, the cabinets and the other  
35 enclosures of such systems that are an Iron or Steel Product shall follow the  
36 "Iron or Steel Requirements" of this Specification.  
37

38 ***Waiver for De Minimis Costs***

39 Minor amounts of Foreign Construction Materials and Foreign Manufactured Products may  
40 be utilized in this project, provided that the total cost of the Foreign Construction Materials  
41 and Foreign Manufactured Products does not exceed \$1,000,000 and does not exceed 5  
42 percent of the total applicable material costs calculated as follows:  
43

44 
$$\frac{\text{Total cost of Foreign Construction Materials} + \text{Total cost of Foreign Manufactured Products}}{\text{Total applicable material costs}} < 0.05$$

45  
46 The total applicable material costs shall be the sum of the costs of all Construction Materials,  
47 all Iron or Steel Products, and all Manufactured Products. Total applicable material costs  
48 does not include Excluded Materials.  
49

1 **1-06.1 Approval of Materials Prior to Use**

2  
3 Section 1-06.1 is supplemented with the following:

4  
5 (April 3, 2017)

6 For each proposed material that is required to be submitted for approval using either the QPL  
7 or RAM process the Contractor will be allowed to submit for approval two material sources  
8 or manufacturers per material type at no cost. Additional material sources or manufacturers  
9 may be submitted for approval and will be processed at a cost of \$125.00 per material source  
10 or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM.  
11 All costs for processing additional material sources or manufacturers will be deducted from  
12 monies due or that may come due to the Contractor. Subject to a request by the Contractor  
13 and a determination by the Engineer the costs for processing may be waived.

14  
15 **1-06.6 Recycled Materials**  
16 *(January 4, 2016 APWA GSP)*

17  
18 Delete this section, including its subsections, and replace it with the following:

19  
20 The Contractor shall make their best effort to utilize recycled materials in the construction of  
21 the project. Approval of such material use shall be as detailed elsewhere in the Standard  
22 Specifications.

23  
24 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that  
25 were utilized in the construction of the project for each of the items listed in Section 9-03.21.  
26 The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel  
27 furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates  
28 from concrete returned to the supplier). The Contractor's report shall be provided on DOT  
29 form 350-075 Recycled Materials Reporting.

30  
31 **1-07 Legal Relations and Responsibilities to the Public**

32  
33 **1-07.1 Laws to be Observed**

34  
35 **1-07.1(1) General**

36 The first two paragraphs of Section 1-07.1(1) are revised to read:

37  
38 (\*\*\*\*\*)

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

46  
47 The Contractor shall be responsible to immediately report to the Engineer any deviation from  
48 the contract provisions pertaining to environmental compliance, including but not limited to  
49 spills, unauthorized fill in waters of the Tribes including wetlands, unauthorized fill in waters of  
50 the State including wetlands, water quality standards, noise, air quality, etc.

Section 1-07.1(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(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. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should 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.

1 When a Tulalip Tribal Member NAOB or NAOB participates in a contract, only the value of the  
2 work actually performed by the Tulalip Tribal Member NAOB or NAOB will be counted towards  
3 the Tulalip Tribal Member NAOB or NAOB subcontracting requirement.  
4

- 5 1. Count the entire amount of the portion of the contract that is performed by the Tulalip  
6 Tribal-owned or Indian-owned enterprise or organization's own forces. Include the cost  
7 of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for  
8 the work of the contract, including supplies purchased or equipment leased by the  
9 Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-  
10 tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime  
11 Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member  
12 NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing  
13 resources of the Prime Contractor or its affiliates will not be counted toward Tulalip  
14 Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations,  
15 a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from  
16 a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its  
17 affiliates. Should this situation arise, the arrangement must be short-term and must  
18 have prior written approval from the Contracting Agency. The arrangement must not  
19 erode a Tulalip Tribal Member NAOB or NAOB's ability to perform a Commercially  
20 Useful Function (see discussion of CUF, below).  
21
- 22 2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member  
23 NAOB or NAOB firm for providing a bona fide service, such as professional, technical,  
24 consultant, or managerial services, or for providing bonds or insurance.  
25
- 26 3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its  
27 contract to another firm, the value of the subcontracted work may be counted toward  
28 the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal  
29 Member NAOB or NAOB's lower-tier subcontractor is also a Tulalip Tribal Member  
30 NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a  
31 non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal  
32 Member NAOB or NAOB contracting requirement.  
33
- 34 4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts  
35 to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal-owned or  
36 Indian-owned enterprise or organization, then that portion of the work further  
37 subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB  
38 requirement, so long as it is a distinct clearly defined portion of the work of the  
39 subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a  
40 commercially useful function with its own forces.  
41
- 42 5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or  
43 Indian-owned enterprise or organization after decertification, provided the prime  
44 contractor had a subcontract in force before the decertification and the prime  
45 contractor's actions did not influence the Tulalip Tribal-owned or Indian-owned  
46 enterprise's or organization's decertification.  
47

## **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.

- 1 6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-Tulalip  
2 Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator  
3 who is a non-Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB  
4 or NAOB who leases trucks from a non-Tulalip Tribal Member NAOB or NAOB or  
5 employs a non-Tulalip Tribal Member NAOB or NAOB owner-operator is entitled to  
6 credit only for the fee or commission it receives as a result of the lease arrangement.  
7 The Tulalip Tribal Member NAOB or NAOB does not receive credit for the total value  
8 of the transportation services provided by the lessee, since these services are not  
9 provided by a Tulalip Tribal Member NAOB or NAOB.
- 10
- 11 7. In any lease or owner-operator situation, as described in paragraphs 5 and 6 above,  
12 the following rules shall apply:
- 13 a. A written lease/rental agreement on all trucks leased or rented, showing the true  
14 ownership and the terms of the rental must be submitted and approved by the  
15 Contracting Agency prior to the beginning of the work. The agreement must show  
16 the lessor's name, trucks to be leased, and agreed-upon amount or method of  
17 payment (hour, ton, or per load). All lease agreements shall be for a long-term  
18 relationship, rather than for the individual project. Does not apply to owner-operator  
19 arrangements.
- 20 b. Only the vehicle (not the operator) is leased or rented. Does not apply to owner-  
21 operator arrangements.
- 22
- 23 8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be credited,  
24 Tulalip Tribal Member NAOB or NAOB trucking firms must be covered by a subcontract  
25 or a written agreement approved by the Contracting Agency prior to performing its  
26 portion of the work.
- 27

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

30  
31 Expenditures paid to other Tulalip Tribal Member Native American-Owned Business or Native  
32 American-Owned Business for materials or supplies may be counted toward Tulalip Tribal  
33 Member NAOB or NAOB requirements as provided in the following:

34  
35 **Manufacturer**

- 36 1. Counting  
37 If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or NAOB  
38 manufacturer, count 100 percent of the cost of the materials or supplies toward Tulalip  
39 Tribal Member NAOB or NAOB requirements.
- 40
- 41 2. Definition  
42 To be a manufacturer, the firm operates or maintains a factory or establishment that  
43 produces, on the premises, the materials, supplies, articles, or equipment required under  
44 the contract and of the general character described by the specifications.
- 45
- 46 3. In order to receive credit as a Tulalip Tribal Member NAOB or NAOB manufacturer, the  
47 firm must have received an "on-site" review and been approved by TERO to operate as a  
48 Tulalip Tribal Member NAOB or NAOB manufacturing firm prior to bid opening. Use of a  
49 Tulalip Tribal Member NAOB or NAOB manufacturer that has not received an on-site  
50 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.tulaliptero.com/Home/Contractors/NAOBRegistryReport.aspx](http://www.tulaliptero.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.

1  
2 **Materials or Supplies Purchased from a Tulalip Tribal Member NAOB or NAOB**

3 With respect to materials or supplies purchased from a Tulalip Tribal Member NAOB or NAOB  
4 who is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions  
5 charged for assistance in the procurement of the materials and supplies, or fees or  
6 transportation charges for the delivery of materials or supplies required on a job site may be  
7 counted toward the goal. No part of the cost of the materials and supplies themselves may be  
8 applied toward Tulalip Tribal Member NAOB or NAOB requirements.  
9

10 **Eligibility**

11 To be eligible for award of the contract, the bidder must properly complete and submit the List  
12 of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and the List of NAOB  
13 Subcontractor(s) and or Supplier(s) which have been made a part of the bidder's Bid Proposal  
14 Form. The above named lists contained in Section IV of the Bid Proposal Form will be used  
15 by the Contracting Agency in determining whether the bidder's bid proposal satisfies the  
16 Tulalip Tribal Member NAOB and NAOB requirements.  
17

18 For each Tulalip Tribal Member NAOB and NAOB described in the Bid Proposal Form Section  
19 IV – List of Lower-Tiered Subcontractor(s) and or Supplier(s), the bidder shall state the project  
20 role and work item in which that Tulalip Tribal Member NAOB or NAOB will participate. A  
21 general description of the work to be performed by the Tulalip Tribal Member NAOB or NAOB  
22 shall be included. If a Tulalip Tribal Member NAOB or NAOB will perform a partial item of work,  
23 the bidder shall also include a dollar amount for each partial item of work. The bidder shall  
24 also include a dollar amount for each Tulalip Tribal Member NAOB or NAOB listed in Section  
25 IV that will be applied towards meeting or exceeding the assigned Tulalip Tribal Member  
26 NAOB and NAOB contract requirements.  
27

28 In the event of arithmetic errors in completing the Bid Proposal Form Section IV, the amount  
29 listed to be applied towards the requirement for each Tulalip Tribal Member NAOB and NAOB  
30 shall govern and the Tulalip Tribal Member NAOB and NAOB total shall be adjusted  
31 accordingly. The information and commitments demonstrated in the Bid Proposal Form  
32 Section IV shall become a condition of any subsequent award of a contract to that bidder and  
33 the Bid Proposal Form itself shall become a part of the subsequent contract.  
34

35 The Contracting Agency shall consider as non-responsive and shall reject any bid proposal  
36 submitted that does not contain a Completed Section IV of the Bid Proposal Form or contains  
37 a List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and or a List of  
38 NAOB Subcontractor(s) and or Supplier(s) that fails to demonstrate that the bidder will meet  
39 the Tulalip Tribal Member NAOB or NAOB contract requirements.  
40

41 **Procedures Between Award and Execution**

42 After award of the contract, the successful bidder shall provide the additional information  
43 described below. A failure to comply shall result in the forfeiture of the bidder's proposal bond  
44 or deposit.  
45

46 The Contracting Agency will notify the successful bidder of the award of the contract in writing  
47 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.

### **1-07.1(2) Health and Safety**

The first four sentences of Section 1-07.1(2) revised to read:

(\*\*\*\*\*)

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.

### **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). A majority of 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.

For bidding purposes the Contracting Agency has segregated the plan quantities which are within the Tulalip Tribes Reservation and outside of the Tulalip Tribes Reservation. These approximate quantities are shown on the Bid Schedules.

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 **1-07.3(2) Merchantable Timber Requirements**

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

4  
5 (\*\*\*\*\*)

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

10  
11 No person may export from the United States, or sell, trade, exchange, or otherwise convey  
12 to any other person for the purpose of export from the United States, timber originating from  
13 the project.

14  
15 The Contractor shall comply with the Forest Resources Conservation and Shortage Relief  
16 Amendments Act of 1993 (Public Law 103-45) and the Washington State Log Export  
17 Regulations (WAC 240-15).

18  
19 **1-07.5 Environmental Regulations**

20  
21 Section 1-07.5 is supplemented with the following:

22  
23 **(September 20, 2010)**

24 ***Environmental Commitments***

25 The following Provisions summarize the requirements, in addition to those required  
26 elsewhere in the Contract, imposed upon the Contracting Agency by the various documents  
27 referenced in the Special Provision **Permits and Licenses**. Throughout the work, the  
28 Contractor shall comply with the following requirements:

29  
30 (\*\*\*\*\*)

31 The intentional bypass of stormwater from all or any portion of a stormwater treatment  
32 system is prohibited without the approval of the Engineer.

33  
34 No Contractor staging areas will be allowed within 100 feet of any waters of the Tribes  
35 or State including wetlands.

36  
37 **(August 3, 2009)**

38 ***Payment***

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

42  
43 **1-07.5(1) General**

44  
45 The second paragraph of Section 1-07.5(1) is revised to read:

46  
47 (\*\*\*\*\*)

48 The Contractor shall be responsible to immediately report to the Engineer any deviation from  
49 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:

Item 3 in the first paragraph of Section 1-07.5(2) is revised to read:

(\*\*\*\*\*)

3. No equipment shall enter waters of the Tribes or waters of the State, except as may be specified in the Contract.

**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:

Item 2 in the first paragraph of Section 1-07.5(3) is revised to read:

(\*\*\*\*\*)

2. 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.

**1-07.5(4) Air Quality**

**1-07.5(4)A General**

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

(\*\*\*\*\*)

The Contractor shall comply with all regional clean air authority and/or State Department of Ecology rules and regulations for 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 **1-07.5(5) U.S. Army Corps of Engineers**

2  
3 Section 1-07.5(5) is supplemented with the following:

4  
5 (April 2, 2018)

6 The following Provisions summarize the requirements, in addition to those required  
7 elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army  
8 Corps of Engineers. Throughout the work, the Contractor shall comply with the following  
9 requirements:

10  
11 (February 25, 2013)

12 Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army  
13 Corps of Engineers must maintain normal downstream flows and prevent upstream  
14 and downstream flooding to the maximum extent practicable.

15  
16 **1-07.5(6) U.S. Fish and Wildlife Service and National Marine Fisheries Service**

17  
18 Section 1-07.5(6) is supplemented with the following:

19  
20 (April 2, 2018)

21 The Contractor shall place temporary storage piles of erosive materials outside the  
22 100-year floodplain during the rainy season (October 1 through June 1). Material  
23 that will be used within 12 hours of deposition is exempt from this requirement. The  
24 Contractor shall employ best management practices to prevent sediment delivery  
25 to waterbodies, wetlands, or conveyances that drain to such features.

26  
27 (April 2, 2018)

28 The Contractor shall provide concrete truck chute cleanout areas to contain fresh  
29 concrete and wash water. The Contractor shall dispose of the waste material at a  
30 facility permitted to take such waste.

31  
32 (April 2, 2018)

33 The Contractor shall not use creosote-treated wood below the Ordinary High Water  
34 Mark.

35  
36 (April 2, 2018)

37 The Contractor shall remove piles by directly pulling, using vibratory devices, or by  
38 cutting the piles below ground level to minimize localized turbidity. If use of a  
39 clamshell bucket is necessary due to pile breakage, turbidity curtains will be  
40 employed by the Contractor.

41  
42 (April 2, 2018)

43 The Contractor shall remove piles and place them directly into a receptacle that  
44 prevents sediment or other material from entering waters of the state.

45  
46 (April 2, 2018)

47 The Contractor shall develop a Type 2 Working Drawing to ensure that trash and  
48 food waste is collected daily and contained in secured garbage receptacles.



(September 7, 2021)  
Galvanizing and zinc coatings shall not be used below the 100 year mean recurrence interval water surface.

(April 2, 2018)  
All costs to comply with this special provision 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.

#### 1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(\*\*\*\*\*)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology and EPA is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary, which includes right-of-way approvals through Snohomish County and the City of Marysville. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

\*\*\*

| NAME OF DOCUMENT                             | PERMITTING AGENCY                  | PERMIT REFERENCE NO.                               |
|----------------------------------------------|------------------------------------|----------------------------------------------------|
| Nationwide Permit 14                         | United States Corps of Engineers   | NWS-2023-788) See Appendix C                       |
| ESA Biological Opinion                       | National Marine Fisheries Services | (WCRO-2022-02360) See Appendix C                   |
| ESA Letter of Concurrence                    | U.S. Fish and Wildlife Service     | (2022-0053650) See Appendix C                      |
| NPDES Construction Stormwater General Permit | Department of Ecology              | This permit will be provided prior to construction |
| NPDES Construction Stormwater General Permit | EPA                                | This permit will be provided prior to construction |
| Land Development Activity Permit             | City of Marysville                 | This permit will be provided prior to construction |
| Grading Permit                               | Tulalip Tribes                     | This permit will be provided prior to construction |
| Building Permit                              | Tulalip Tribes                     | This permit will be provided prior to construction |
| Demolition Permit                            | Tulalip Tribes                     | This permit will be provided prior to construction |

1 \*\*\*

2  
3 **1-07.7 Load Limits**

4  
5 Section 1-07.7 is supplemented with the following:

6  
7 (March 13, 1995)

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

11  
12 **1-07.9 Wages**

13  
14 **1-07.9(1) General**

15  
16 Section 1-07.9(1) is supplemented with the following:

17  
18 (January 6, 2026)

19 The Federal wage rates incorporated in this contract have been established by the  
20 Secretary of Labor under United States Department of Labor General Decision  
21 No. WA20260001.

22  
23 The State rates incorporated in this contract are applicable to all construction activities  
24 associated with this contract.

25  
26 **1-07.9(5) Required Documents**

27  
28 **1-07.9(5)A General**

29 *(February 17, 2026 APWA GSP, Option A)*

30  
31 Revise this section to read:

32  
33 All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a  
34 signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer  
35 and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In  
36 addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly  
37 to the Contracting Agency with a legally valid signature.

38  
39 **1-07.11 Requirements for Nondiscrimination**

40  
41 Section 1-07.11 is supplemented with the following:

42  
43 (May 5, 2025)

44 Requirement for Affirmative Action to Ensure Equal Employment Opportunity

45  
46 In accordance with 41 CFR § 60-4.2, the clauses contained in 1-4 below are required to be  
47 included in this Contract. Nothing in this contract alters the Contractor's responsibility to  
48 comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as  
49 currently existing or later amended.

1. The Contractor's attention is called to the "Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable

Goal

Until further notice 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA 2.8

WA Spokane.

Non-SMSA Counties 3.0

WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,  
WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA

SMSA Counties:

Richland Kennewick, WA 5.4

WA Benton; WA Franklin.

Non-SMSA Counties 3.6

WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA 9.7

WA Yakima.

Non-SMSA Counties 7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:

SMSA Counties:

Seattle Everett, WA 7.2

WA King; WA Snohomish.

Tacoma, WA 6.2

WA Pierce.

Non-SMSA Counties 6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA  
Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston;  
WA Whatcom.

Portland, OR:

SMSA Counties:

Portland, OR-WA

4.5

WA Clark.

Non-SMSA Counties

3.8

WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and timetables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

U.S. Department of Labor

Office of Federal Contract Compliance Programs Pacific Region

Attn: Regional Director

San Francisco Federal Building

90 – 7th Street, Suite 18-300

San Francisco, CA 94103(415) 625-7800 Phone

(415) 625-7799 Fax

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

In accordance with 41 CFR § 60-4.3, the clauses contained in 1-15 below are required to be included in this Contract. Nothing in this Contract alters the Contractor's responsibility to comply with all applicable Federal regulations, including but not limited to 41 CFR part 60 as currently existing or later amended.

1        Standard Federal Equal Employment Opportunity Construction Contract Specifications

2  
3        1. As used in these specifications:

- 4  
5            a. "Covered Area" means the geographical area described in the solicitation from  
6            which this contract resulted;  
7  
8            b. "Director" means Director, Office of Federal Contract Compliance Programs, United  
9            States Department of Labor, or any person to whom the Director delegates  
10           authority;  
11  
12           c. "Employer Identification Number" means the Federal Social Security number used  
13           on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form  
14           941;  
15  
16           d. "Minority" includes:  
17  
18                (1) Black (all persons having origins in any of the Black African racial groups not  
19                of Hispanic origin);  
20  
21                (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central American,  
22                South American, or other Spanish culture or origin, regardless of race);  
23  
24                (3) Asian and Pacific Islander (all persons having origins in any of the original  
25                peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific  
26                Islands); and  
27  
28                (4) American Indian or Alaskan Native (all persons having origins in any of the  
29                original peoples of North America and maintaining identifiable tribal affiliations  
30                through membership and participation or community identification.)  
31

32        2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the  
33        work involving any construction trade, it shall physically include in each subcontract in  
34        excess of \$10,000 the provisions of these specifications and the Notice which contains  
35        the applicable goals for minority and female participation and which is set forth in the  
36        solicitations from which this contract resulted.  
37

38        3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan  
39        approved by the U.S. Department of Labor in the covered area either individually or  
40        through an association, its affirmative action obligations on all work in the Plan area  
41        (including goals and timetables) shall be in accordance with that Plan for those trades  
42        which have unions participating in the Plan. Contractors must be able to demonstrate  
43        their participation in and compliance with the provisions of any such Hometown Plan.  
44        Each Contractor or subcontractor participating in an approved Plan is individually  
45        required to comply with its obligations under the EEO clause, and to make a good faith  
46        effort to achieve each goal under the Plan in each trade in which it has employees. The  
47        overall good faith performance by other Contractors or subcontractors toward a goal in  
48        an approved Plan does not excuse any covered Contractor's or subcontractor's failure  
49        to take good faith efforts to achieve the Plan goals and timetables.  
50

- 1 4. The Contractor shall implement the specific affirmative action standards provided in  
2 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation  
3 from which this contract resulted are expressed as percentages of the total hours of  
4 employment and training of minority and female utilization the Contractor should  
5 reasonably be able to achieve in each construction trade in which it has employees in  
6 the covered area. Covered construction contractors performing construction work in  
7 geographical areas where they do not have a Federal or federally assisted construction  
8 contract shall apply the minority and female goals established for the geographical area  
9 where the work is being performed. The Contractor is expected to make substantially  
10 uniform progress in meeting its goals in each craft during the period specified.  
11
- 12 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union  
13 with whom the Contractor has a collective bargaining agreement, to refer either  
14 minorities or women shall excuse the Contractor's obligations under these  
15 specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.  
16
- 17 6. In order for the nonworking training hours of apprentices and trainees to be counted in  
18 meeting the goals, such apprentices and trainees must be employed by the Contractor  
19 during the training period, and the Contractor must have made a commitment to employ  
20 the apprentices and trainees at the completion of their training, subject to the availability  
21 of employment opportunities. Trainees must be trained pursuant to training programs  
22 approved by the U.S. Department of Labor.  
23
- 24 7. The Contractor shall take specific affirmative actions to ensure equal employment  
25 opportunity. The evaluation of the Contractor's compliance with these specifications shall  
26 be based upon its effort to achieve maximum results from its actions. The Contractor  
27 shall document these efforts fully, and shall implement affirmative action steps at least  
28 as extensive as the following:  
29
  - 30 a. Ensure and maintain a working environment free of harassment, intimidation,  
31 and coercion at all sites, and in all facilities at which the Contractor's employees  
32 are assigned to work. The Contractor, where possible, will assign two or more  
33 women to each construction project. The Contractor shall specifically ensure  
34 that all foremen, superintendents, and other on-site supervisory personnel are  
35 aware of and carry out the Contractor's obligation to maintain such a working  
36 environment, with specific attention to minority or female individuals working at  
37 such sites or in such facilities.  
38
  - 39 b. Establish and maintain a current list of minority and female recruitment  
40 sources, provide written notification to minority and female recruitment sources  
41 and to community organizations when the Contractor or its unions have  
42 employment opportunities available, and maintain a record of the  
43 organizations' responses.  
44
  - 45 c. Maintain a current file of the names, addresses and telephone numbers of each  
46 minority and female off-the-street applicant and minority or female referral from  
47 a union, a recruitment source or community organization and of what action  
48 was taken with respect to each such individual. If such individual was sent to  
49 the union hiring hall for referral and was not referred back to the Contractor by  
50 the union or, if referred, not employed by the Contractor, this shall be

1 documented in the file with the reason therefor, along with whatever additional  
2 actions the Contractor may have taken.

- 3
- 4 d. Provide immediate written notification to the Director when the union or unions  
5 with which the Contractor has a collective bargaining agreement has not  
6 referred to the Contractor a minority person or woman sent by the Contractor,  
7 or when the Contractor has other information that the union referral process  
8 has impeded the Contractor's efforts to meet its obligations.
- 9
- 10 e. Develop on-the-job training opportunity and/or participate in training programs  
11 for the area which expressly include minorities and women, including  
12 upgrading programs and apprenticeship and trainee programs relevant to the  
13 Contractor's employment needs, especially those programs funded or  
14 approved by the U.S. Department of Labor. The Contractor shall provide notice  
15 of these programs to the sources compiled under 7b above.
- 16
- 17 f. Disseminate the Contractor's EEO policy by providing notice of the policy to  
18 unions and training programs and requesting their cooperation in assisting the  
19 Contractor in meeting its EEO obligations; by including it in any policy manual  
20 and collective bargaining agreement; by publicizing it in the company  
21 newspaper, annual report, etc.; by specific review of the policy with all  
22 management personnel and with all minority and female employees at least  
23 once a year; and by posting the company EEO policy on bulletin boards  
24 accessible to all employees at each location where construction work is  
25 performed.
- 26
- 27 g. Review, at least annually, the company's EEO policy and affirmative action  
28 obligations under these specifications with all employees having any  
29 responsibility for hiring, assignment, layoff, termination or other employment  
30 decisions including specific review of these items with on-site supervisory  
31 personnel such as Superintendents, General Foremen, etc., prior to the  
32 initiation of construction work at any job site. A written record shall be made  
33 and maintained identifying the time and place of these meetings, persons  
34 attending, subject matter discussed, and disposition of the subject matter.
- 35
- 36 h. Disseminate the Contractor's EEO policy externally by including it in any  
37 advertising in the news media, specifically including minority and female news  
38 media, and providing written notification to and discussing the Contractor's  
39 EEO policy with other Contractors and Subcontractors with whom the  
40 Contractor does or anticipates doing business.
- 41
- 42 i. Direct its recruitment efforts, both oral and written, to minority, female and  
43 community organizations, to schools with minority and female students and to  
44 minority and female recruitment and training organizations serving the  
45 Contractor's recruitment area and employment needs. Not later than one  
46 month prior to the date for the acceptance of applications for apprenticeship or  
47 other training by any recruitment source, the Contractor shall send written  
48 notification to organizations such as the above, describing the openings,  
49 screening procedures, and tests to be used in the selection process.
- 50

- 1 j. Encourage present minority and female employees to recruit other minority  
2 persons and women and where reasonable, provide after school, summer and  
3 vacation employment to minority and female youth both on the site and in other  
4 areas of a Contractor's work force.  
5  
6 k. Validate all tests and other selection requirements where there is an obligation  
7 to do so under 41 CFR Part 60-3.  
8  
9 l. Conduct, at least annually, an inventory and evaluation of all minority and  
10 female personnel for promotional opportunities and encourage these  
11 employees to seek or to prepare for, through appropriate training, etc., such  
12 opportunities.  
13  
14 m. Ensure that seniority practices, job classifications, work assignments and other  
15 personnel practices, do not have a discriminatory effect by continually  
16 monitoring all personnel and employment related activities to ensure that the  
17 EEO policy and the Contractor's obligations under these specifications are  
18 being carried out.  
19  
20 n. Ensure that all facilities and company activities are nonsegregated except that  
21 separate or single-user toilet and necessary changing facilities shall be  
22 provided to assure privacy between the sexes.  
23  
24 o. Document and maintain a record of all solicitations of offers for subcontracts  
25 from minority and female construction contractors and suppliers, including  
26 circulation of solicitations to minority and female contractor associations and  
27 other business associations.  
28  
29 p. Conduct a review, at least annually, of all supervisors' adherence to and  
30 performance under the Contractor's EEO policies and affirmative action  
31 obligations.  
32  
33 8. Contractors are encouraged to participate in voluntary associations which assist in  
34 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of  
35 a contractor association, joint contractor-union, contractor-community, or other similar  
36 group of which the Contractor is a member and participant, may be asserted as fulfilling  
37 any one or more of the obligations under 7a through 7p of this Special Provision provided  
38 that the Contractor actively participates in the group, makes every effort to assure that  
39 the group has a positive impact on the employment of minorities and women in the  
40 industry, ensure that the concrete benefits of the program are reflected in the  
41 Contractor's minority and female work-force participation, makes a good faith effort to  
42 meet its individual goals and timetables, and can provide access to documentation which  
43 demonstrate the effectiveness of actions taken on behalf of the Contractor. The  
44 obligation to comply, however, is the Contractor's and failure of such a group to fulfill an  
45 obligation shall not be a defense for the Contractor's noncompliance.  
46  
47 9. A single goal for minorities and a separate single goal for women have been established.  
48 The Contractor, however, is required to provide equal employment opportunity and to  
49 take affirmative action for all minority groups, both male and female, and all women, both  
50 minority and non-minority. Consequently, the Contractor may be in violation of the



Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

Washington State Dept. of Transportation  
Office of Equity and Civil Rights  
PO Box 47314  
310 Maple Park Ave. SE  
Olympia WA  
98504-7314  
Ph: 360-705-7090  
Fax: 360-705-6801  
<http://www.wsdot.wa.gov/equalopportunity/default.htm>

## **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:

**(October 3, 2023)**

### **Required Federal Aid Provisions**

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

1 **1-07.14 Responsibility for Damage**

2 Section 1-07.14 is revised to read:

3  
4 (\*\*\*\*\*)

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

11  
12 The Contractor shall be responsible for any liability imposed by law for injuries to, or the death  
13 of, any persons or damages to property resulting from any cause whatsoever during the  
14 performance of the Work, or before final acceptance.

15  
16 Subject to the limitations in this section, and RCW 4.24.115, the Contractor shall indemnify,  
17 defend, and save harmless The Tulalip Tribes, its Board of Directors from all claims, suits, or  
18 actions brought for injuries to, or death of, any persons or damages resulting from construction  
19 of the Work or in consequence of any negligence or breach of Contract regarding the Work,  
20 the use of any improper materials in the Work, caused in whole or in part by any act or  
21 omission by the Contractor or the agents or employees of the Contractor during performance  
22 or at any time before final acceptance. In addition to any remedy authorized by law, The Tulalip  
23 Tribes may retain so much of the money due the Contractor as deemed necessary by The  
24 Tulalip Tribes to ensure the defense and indemnification obligations of this section until  
25 disposition has been made of such suits or claims.

26  
27 Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify,  
28 defend, and save harmless any county, city, or region, its officers, and employees connected  
29 with the Work, within the limits of which county, city, or region the Work is being performed, all  
30 in the same manner and to the same extent as provided above for the protection of The Tulalip  
31 Tribes, its Directors, officers, and employees. The Tulalip Tribes may retain so much of the  
32 money due the Contractor as deemed necessary by the Tulalip Tribes to ensure the defense  
33 and indemnification obligations of this section pending disposition of suits or claims for  
34 damages brought against the county, city, or district.

35  
36 Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent  
37 negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the  
38 Contractor or the Contractor's agent or employees, the indemnity provisions provided in the  
39 preceding paragraphs of this section shall be valid and enforceable only to the extent of the  
40 Contractor's negligence or the negligence of its agents and employees.

41  
42 The Contractor shall bear sole responsibility for damage to completed portions of the project  
43 and to property located off the project caused by erosion, siltation, runoff, or other related  
44 items during the construction of the project. The Contractor shall also bear sole responsibility  
45 for any pollution of rivers, streams, ground water, or other waters that may occur as a result  
46 of construction operations.

47  
48 The Contractor shall exercise all necessary precautions throughout the life of the Project to  
49 prevent pollution, erosion, siltation, and damage to property.  
50

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

10  
11 Within 60 calendar days following the date a claim is sent by the Contracting Agency to the  
12 Contractor, the Contractor shall notify the Claimant, The Tulalip Tribes of the following:

- 13  
14 a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific  
15 reasons for the denial of the individual claim, and if not denied in full, when payment  
16 has been or will be made to the claimant(s) for the portion of the claim that is allowed,  
17 or  
18 b. If resolution negotiations are continuing. In this event, status updates will be reported  
19 no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

20  
21 If the Contractor fails to provide the above notification within 60 calendar days, then the  
22 Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or  
23 part of the claim on behalf of the Contractor, and **the Contractor shall be deemed to have**  
24 **WAIVED any and all defenses, objections, or other avoidances to the Contracting**  
25 **Agency's allowance of the claim, or the amount allowed by the Contracting Agency,**  
26 under common law, constitution, statute, or the Contract and these Contract Specifications. If  
27 all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified  
28 mail that it has allowed all or part of the claim and make appropriate payments to the  
29 claimant(s) with Tribal funds.

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

47  
48 The Contractor specifically assumes all potential liability for actions brought by employees of  
49 the Contractor and, solely for the purpose of enforcing the defense and indemnification  
50 obligations set forth in Section 1-07.14, the Contractor specifically waives any immunity  
51 granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually

1 negotiated by the parties. The Contractor shall similarly require that each Subcontractor it  
2 retains in connection with the project comply with the terms of this paragraph, waive any  
3 immunity granted under Title 51 RCW, and assume all liability for actions brought by  
4 employees of the Subcontractor.

#### 6 **1-07.15 Temporary Water Pollution Prevention**

7 Section 1-07.15 is supplemented with the following:

8  
9 (\*\*\*\*\*)

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

15  
16 The Contractor shall perform all temporary water pollution/erosion control measures shown in  
17 the Plans, specified in the Special Provisions, proposed by the Contractor and approved by  
18 the Engineer, or ordered by the Engineer as Work proceeds.

#### 20 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

21  
22 Under the heading "SPCC Plan Element Requirements" of Section 1-07.15(1), item 2 of the first  
23 paragraph is revised to read:

24  
25 (\*\*\*\*\*)

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

#### 29 **1-07.16 Protection and Restoration of Property**

##### 31 **1-07.16(1) Private/Public Property**

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

33  
34 (\*\*\*\*\*)

35 Asphalt concrete pavement or bituminous surfacing outside the project area that is disturbed  
36 by the work shall be restored to its original condition. Asphalt pavement restoration shall  
37 comply with the provisions of Section 5-04 (Hot Mix Asphalt) of the Standard Specifications.

38  
39 All other surfaces, mailboxes, fences, signs, etc., disturbed by the project shall be promptly  
40 replaced or relocated to original or better-than condition.

41  
42 The Contractor shall restore all disturbed landscaping in conformance with Section 8-02  
43 (Roadside Restoration).

##### 45 **1-07.16(2) Vegetation Protection and Restoration**

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

47  
48 (August 2, 2010)

49 Vegetation and soil protection zones for trees shall extend out from the trunk to a  
50 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.

(\*\*\*\*\*)

#### **Protection of Tree Root Systems**

1. General Requirements:

The Contractor shall take all necessary precautions to avoid damage to the root systems of existing trees designated to remain. Damage includes, but is not limited to: root severing, soil compaction, grade changes, trenching, or any other disturbance within the critical root zone (CRZ).

2. Critical Root Zone (CRZ):

For the purpose of this contract, the CRZ is defined as a circular area with a radius equal to 1.5 feet per inch of trunk diameter (DBH – diameter at breast height), measured 4.5 feet above ground level, unless otherwise specified by the Engineer or project arborist.

3. Permitted Activities Near Trees:

- No trenching, excavation, grading, material storage, or heavy equipment operation shall occur within the CRZ unless shown on the plans.
- Where work is performed within the CRZ, the Contractor shall use alternative methods such as air spading, hand digging, or tunneling to avoid root damage.
- Roots greater than 2 inches in diameter shall not be cut without prior approval from the Engineer.

4. Tree Protection Measures:

- Install high-visibility tree protection fencing around the CRZ of each tree, or as directed by the Engineer, prior to any construction activity.
- Fencing shall remain in place and be maintained throughout the duration of construction in the area.
- No storage of equipment, materials, or waste is allowed within the fenced area.

5. Monitoring and Enforcement:

- The Contractor shall cooperate with the Engineer and project arborist (if applicable) for periodic inspections.
- Any unauthorized disturbance within the CRZ shall be considered non-compliance and may result in suspension of work in the affected area.
- Damage to trees or their root systems, as determined by the Engineer, shall be subject to mitigation, compensation, or replacement at the Contractor's expense.

All costs associated with tree protection and adherence to these provisions shall be considered incidental part of the Clearing and Grubbing bid item. No separate payment will be made.

1 **1-07.16(4) Archaeological and Historical Objects**

2 Section 1-07.16(4) is supplemented with the following:

3  
4 (\*\*\*\*\*)

5 The Contractor is advised that construction work within this Contract is subject to the  
6 provisions of state and federal laws and regulations pertaining to the preservation of  
7 archaeological and cultural resources.

8  
9 In the event that any archaeological or cultural resources are uncovered during the course of  
10 construction, all work shall cease until an inspection and evaluation of the site has been made  
11 by an archaeologist to insure that archaeological data are properly preserved. The Contractor  
12 shall notify the Owner who will in turn notify the proper authorities.

13  
14 The Contractor should anticipate reasonable delays while the archaeological investigations  
15 are being made and should make allowance for these delays under the appropriate bid items.  
16 No additional compensation will be allowed.

17  
18 The Owner will determine if provisions for a cultural resources representative to be on site  
19 during construction activities is required, at no cost to the Contractor.

20  
21 **1-07.17 Utilities and Similar Facilities**

22  
23 Section 1-07.17 is supplemented with the following:

24  
25 (April 2, 2007)

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

28  
29 The following addresses and telephone numbers of utility companies known or suspected of  
30 having facilities within the project limits are supplied for the Contractor's convenience:

31 \*\*\*

|                                                                                                                                                          |                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Telephone/Communication:<br>Ziply Fiber<br>Sadiki Steele<br>13293 Smokey Point Blvd<br>Marysville, WA 98271<br>(423) 965-<br>3650Sadiki.steele@ziply.com | Telephone/Communication:<br>Tulalip Data Services<br>Jacob Setterberg<br>2601 88 <sup>th</sup> Street NE<br>Tulalip, WA 98271<br>(360) 716-5152<br>jsetterberg@tulaliptribes-nsn.gov |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                     |                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sanitary Sewer:<br>Consolidated Borough of Quil<br>Ceda Village<br>Jereme Gobin<br>8802 27th Ave NE<br>Tulalip, WA 98271<br>(360) 754-1949<br>jeremegobin@tulaliptribes-<br>nsn.gov | Water:<br>City of Marysville<br>Kim Bryant<br>360-363-8163<br>kbryant@marysvillewa.gov<br><br>Alternative Contact: Water Utility<br>Supervisor<br>City of Marysville<br>(360) 363-8293 or (360) 363-8100 |
| Water:<br>Tulalip Utilities Authority<br>Mike Leslie<br>3015 Mission Beach Rd<br>Tulalip, WA 98271<br>(360) 716-4851<br>mikeleslie@tulaliptribes-nsn.gov                            | Power:<br>Snohomish Co. Public Utilities<br>District (PUD)<br>Andy Tran<br>1802 75th Street SW<br>Everett, WA 98203<br>(425) 783-8262 or (425) 359-1123<br>axtran@snopud.com                             |
| Gas:<br>Puget Sound Energy<br>Eric Liaw<br>(425) 495-3297<br>Eric.liaw@pse.com                                                                                                      |                                                                                                                                                                                                          |

\*\*\*

This Section is supplemented with the following:

(\*\*\*\*\*)

The temporary removal, replacement, bracing or holding of any utility or structure, including power and telephone poles, required to accomplish the work, shall be included in the contract price(s) for the bid item(s) involved unless otherwise stated in the Plans or these Special Provisions. Resetting existing structures to grade shall be performed by the Contractor.

The Contractor is responsible for coordinating with the utility companies and providing adequate advance notice to avoid schedule delays.

#### **1-07.17(2) Utility Construction, Removal, or Relocation by Others**

Delete this section in its entirety and replace with the following:

(\*\*\*\*\*)

Any authorized agent of the Contracting Agency or utility owners may enter the property and/or right-of-way to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.

The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation,



1 replacement, or construction shall be at the Contractor's expense as provided in Section  
2 1-05.14.

3  
4 The Contractor shall coordinate all work with the various utility companies and their  
5 Contractors. The Contractor, when scheduling his work crews, shall use production rates that  
6 anticipate the need to provide block-outs and/or gaps in the driveways, curb and gutter, and/or  
7 pavement sections where existing utility structures currently exist, and then come back at a  
8 later time to construct the missing sections after the utility has been relocated or adjusted by  
9 the applicable utility. The Contractor shall assume that the utilities will not be relocated prior  
10 to construction of this project nor at his convenience during the course of construction. As  
11 such, the Contractor shall assume such, and schedule his crews and his subcontractors to  
12 remobilize to the various sites and temporarily relocate his or his subcontractor's crews to  
13 other areas of the project and complete other unaffected portions of the project in order to  
14 coordinate the relocation of the utilities with the various utility companies. There shall be no  
15 additional money or time due the Contractor for leaving gaps or for buck-out construction,  
16 remobilization, demobilization, out of sequence construction, relocation of work crews, and  
17 construction of curb, gutter, or driveway patches after the utility has been relocated. It is the  
18 intent of these Specifications that the Contractor diligently pursue other work on the site when  
19 such conflicts occur and recognize and plan for the inherent inefficiencies and impaired  
20 production rates.

## 21 **Payment**

22 All costs to comply with this Section and repair specified in this Section, unless otherwise  
23 stated, are incidental to the Contract and are the responsibility of the Contractor. The  
24 Contractor shall include all related costs in the bid prices of the Contract.  
25  
26

## 27 **1-07.18 Public Liability and Property Damage Insurance**

28 Section 1-07.18, including its sub-sections, in its entirety is revised to read:

29 (\*\*\*\*\*)

30 The Contractor shall obtain and keep in force the following policies of insurance. The policies  
31 shall be with companies or through sources approved by the State Insurance Commissioner  
32 pursuant to RCW 48.05. Unless otherwise indicated below, the policies shall be kept in force  
33 from the execution date of the Contract until the date of acceptance by The Tulalip Tribes and  
34 the Secretary (Section 1-05.12).

- 35 1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property  
36 damage liability coverage with limits of \$5,000,000 per occurrence and, per project, in the  
37 aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009  
38 1204, together with Washington State Department of Transportation amendatory  
39 endorsement CG 2908 1195 specifying the Contracting Agency, the State, the Governor,  
40 the Commission, the Secretary, the Department and all officers and employees of the  
41 State as named insured.
- 42 2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or  
43 equivalent, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual  
44 aggregate per project. CGL shall include coverage for Employers Liability or Washington  
45 Stop Gap at \$1,000,000 per accident. Excess liability shall be provided in the amount of  
46 \$9,000,000 per occurrence and annual aggregate over the CGL, Stop Gap and auto  
47 liability coverage.  
48

1 This coverage may be any combination of primary, umbrella, or excess liability coverage  
2 affording total liability limits of not less than \$10,000,000 per occurrence and in the  
3 aggregate. Products and completed operations coverage shall be provided for a period of  
4 3 years following Substantial Completion of the Work

5 3. Commercial Automobile Liability Insurance providing bodily injury and property damage  
6 liability coverage for all owned and nonowned vehicles assigned to or used in the  
7 performance of the Work, with a combined single limit of not less than \$1,000,000 per  
8 occurrence. This coverage may be any combination of primary, umbrella, or excess  
9 liability coverage affording total liability limits of not less than \$1,000,000 per occurrence,  
10 with The Tulalip Tribes and the State named as an additional insured or designated  
11 insured in connection with the Contractor's Performance of the Contract. If pollutants are  
12 to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial  
13 Automobile Liability insurance policy unless in-transit pollution risk is covered under a  
14 Pollution Liability insurance policy.

15 4. The Contractor shall be Named Insured and the Contracting Agency, The Tulalip Tribes,  
16 the State, the City of Marysville, all their respective officers and employees, and their  
17 respective members, directors, officers, employees, agents, and consultants (collectively  
18 the "Additional Insureds") shall be included as Additional Insureds for all policies and  
19 coverages specified in this Section, with the exception of the OCP policy. Said insurance  
20 coverage shall be primary and noncontributory insurance with respect to the insureds and  
21 the Additional Insureds. Any insurance or self-insurance beyond that specified in this  
22 Contract that is maintained by any Additional Insured shall be in excess of such insurance  
23 and shall not contribute with it. All insurance coverage required by this Section shall be  
24 written and provided by "occurrence-based" policy forms rather than by "claims made"  
25 forms.

26 All endorsements adding Additional Insureds to required policies shall be issued on (i)  
27 form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency, providing  
28 the Additional Insureds with all policies and coverages set forth in this Section, with the  
29 exception of the OCP and Commercial Auto policies or (ii) form CA 20 48 or forms deemed  
30 equivalent by Contracting Agency, providing the Additional Insureds with all coverages  
31 required under the Commercial Automobile Liability.

32 5. The coverage limits to be provided by the Contractor for itself and to the Contracting  
33 Agency and Additional Insureds pursuant to this Section or any Special Provision, shall  
34 be on a "per project" aggregate basis with the minimum limits of liability as set forth herein  
35 for both general liability and products/completed operations claims. The additional insured  
36 coverage required under this Section for products/completed operations claims shall  
37 remain in full force and effect for not less than 3 years following Substantial Completion of  
38 the project. If the Contractor maintains, at any time, coverage limits for itself in excess of  
39 limits set forth in this Section 1-07.18 or any Special Provision, then those additional  
40 coverage limits shall also apply to the Contracting Agency and the Additional Insured. This  
41 includes, but is not limited to, any coverage limits provided under any risk financing  
42 program of any description, whether such limits are primary, excess, contingent, or  
43 otherwise.

44 6. All insurance policies and coverages required under Sections 1-07.18 and 1-07.10 shall  
45 contain a waiver of subrogation against the Contracting Agency, the State, and any  
46 Additional Insureds, and their respective departments, agencies, boards, and  
47 commissions, and their respective officers, officials, agents, and employees for losses

1 arising from Work performed by or on behalf of the Contractor. This waiver has been  
2 mutually negotiated by the parties.

3 7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance  
4 that complies with all applicable requirements of the Contractor-provided insurance as set  
5 forth herein, in circumstances where the Subcontractor is not covered by the Contractor-  
6 provided insurance. The Contractor shall have sole responsibility for determining the limits  
7 of coverage required, if any, to be obtained by Subcontractors, which determination shall  
8 be made in accordance with reasonable and prudent business practices. In the event that  
9 a Subcontractor is required to add the Contractor as an Additional Insured pursuant to its  
10 contract for Work at the Project, then the Contractor shall also cause each Subcontractor  
11 to include the Contracting Agency and the Additional Insureds, as Additional Insureds as  
12 well, for primary and noncontributory limits of liability under each Subcontractor's  
13 Commercial General Liability, Commercial Automobile Liability, and any other coverages  
14 that may be required pursuant to a "Special Provision".

15 8. Unless specifically noted otherwise in the Contract Documents, the parties to this Contract  
16 do not intend by any of the provisions of this Contract to cause the public or any member  
17 thereof or any other Person to be a third-party beneficiary of the Contract Documents.  
18 Nothing in this Contract authorizes anyone not a party to this Contract or a designated  
19 third-party beneficiary to this Contract to maintain a suit for personal injuries or property  
20 damage pursuant to the terms or provisions of this Contract. It is the further intent of the  
21 Contracting Agency and the Contractor in executing the Form of Contract that no  
22 individual, firm, corporation, or any combination thereof that supplies materials, labor,  
23 services, or equipment to the Contractor for the performance of the Work shall become  
24 thereby a third-party beneficiary of this Contract.

25 The Contract Documents shall not be construed to create a contractual relationship of any  
26 kind between the Contracting Agency and a Subcontractor or any other Person except the  
27 Contractor.

28 9. The Owners and Contractors Protective Insurance policy shall not be subject to a  
29 deductible or contain provisions for a deductible. The Commercial General Liability policy  
30 and the Commercial Automobile Liability Insurance policy may, at the discretion of the  
31 Contractor, contain such provisions. If a deductible applies to any claim under these  
32 policies, then payment of that deductible will be the responsibility of the Contractor,  
33 notwithstanding any claim of liability against the Contracting Agency. However, in no event  
34 shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

35 10. With the exception of the Commercial Automobile liability coverage, no policies of  
36 insurance required under this Section shall contain an arbitration or alternative dispute  
37 resolution clause applicable to disputes between the insurer and its insureds. Any and all  
38 disputes concerning (i) terms and scope of insurance coverage afforded by the policies  
39 required hereunder and/or (ii) extra contractual remedies and relief, which be afforded  
40 policy holders in connection with coverage disputes, shall be resolved in Washington  
41 Superior Court, applying Washington law.

42 11. Prior to Contract execution, the Contractor shall file with the Department of  
43 Transportation, Contract Payment Section, PO Box 47420, Olympia, WA 98504-7420,  
44 ACORD Form Certificates of Insurance evidencing the minimum insurance coverages  
45 required under these Specifications. Within 30 days of being awarded a Contract, the  
46 Contractor shall provide the Department with complete copies, which may be electronic  
47 copies, of all insurance policies required under this Section and any Special Provisions.

- 1 12. Prior to Contract execution, the Contractor shall file with The Tulalip Tribes, ACORD Form  
2 Certificates of Insurance evidencing the minimum insurance coverages required under  
3 these Specifications. Within 30 days of being awarded a Contract, the Contractor shall  
4 provide The Tulalip Tribes with complete copies, which may be electronic copies, of all  
5 insurance policies required under this Section and any Special Provisions.
- 6 13. The Contractor shall provide a 30 day in advance written notice to The Tulalip Tribes of  
7 any policy cancellations and provide the Department of Transportation, Contract Payment  
8 Section, PO Box 47420, Olympia, WA 98504-7420, by U.S. Mail, notice of any policy  
9 cancellation within 2 business days of receipt of cancellation.
- 10 14. Failure on the part of the Contractor to maintain the insurance as required, or not to provide  
11 certification and copies of the insurance prior to the time specified in Subsection 11 and  
12 12 above, shall constitute a material breach of Contract upon which the Contracting  
13 Agency may, after giving 5-business days' notice to the Contractor to correct the breach,  
14 immediately terminate the Contract or, at its discretion, procure or renew such insurance  
15 and pay any and all premiums in connection therewith, with any sums so expended to be  
16 repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting  
17 Agency, offset against funds due the Contractor from the Contracting Agency. All costs  
18 for insurance, including any payments of deductible amounts, shall be considered  
19 incidental to and included in the unit Contract prices and no additional payment will be  
20 made.

#### 21 **1-07.19 Gratuities**

22 The first paragraph of Section 1-07.19 is revised to read:

23  
24 (\*\*\*\*\*)

25 The Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to  
26 any employee or officer of the Contracting Agency or the State; nor will the Contractor rent or  
27 purchase any equipment or materials from any employee or officer of the Contracting Agency  
28 or the State. Before payment of the final estimate will be made, the Contractor shall execute  
29 and furnish the Contracting Agency an affidavit certifying compliance with these provisions of  
30 the Contract.

#### 32 **1-07.23 Public Convenience and Safety**

33  
34 This section is supplemented with the following:

35  
36 (\*\*\*\*\*)

37 The following special traffic requirements shall be adhered to during all phases of construction:

38  
39 All lane restrictions and traffic control requirements shall be as required by the Contracting  
40 Agency, in accordance with approved traffic control plans (see section 1-10) and as  
41 required in an applicable traffic control plan permitted for the work. Road and ramp  
42 closures will require an approved detour plan. Traffic control plans and detour plans shall  
43 be approved by the Contracting Agency and the agency with jurisdiction. At no time shall  
44 traffic control be implemented by the Contractor without written approval to do so.

45  
46 Pedestrian access shall be provided at all times through the project area. All lane closures  
47 or restrictions shall be coordinated with the adjacent businesses, other contractors

working within the project vicinity, local transit agencies, and approved by the Contacting Agency.

The Contractor shall notify all property owners and tenants of detours, street, and alley closures, or other restrictions that may interfere with access. Notification shall be at least seven (7) days in advance for residential property, and at least ten (10) days in advance for commercial property.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate construction activities with all disposal firms and transit bus service that may be operating in the project area. Notification of planned changes to access through the project site shall be provided at least ten (10) days in advance of potential impacts to access.

**1-07.23(1) Construction Under Traffic**

Section 1-07.23(1) is supplemented with the following:

(\*\*\*\*\*)

Lane, ramp, shoulder, and roadway closures are only permitted as follows:

**Single Lane Closures including adjacent shoulders**

I-5 NB Single Lane and Median Single Lane Closure at the I-5 / 88th St NE Interchange shall be allowed for construction activities on the 88th St NE undercrossing bridge during the following hours:

|           |                                            |
|-----------|--------------------------------------------|
| Sunday    | 8:00 p.m. to 9:00 a.m. (the following day) |
| Monday    | 8:00 p.m. to 9:00 a.m. (the following day) |
| Tuesday   | 8:00 p.m. to 9:00 a.m. (the following day) |
| Wednesday | 8:00 p.m. to 9:00 a.m. (the following day) |
| Thursday  | 8:00 p.m. to 9:00 a.m. (the following day) |

I-5 NB Double Outside and Median Work Lane Closure at the I-5 / 88th St NE Interchange shall be allowed for construction activities on the 88th St NE undercrossing bridge during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 11:00 p.m. to 5:30 a.m. (the following day) |
| Monday    | 11:00 p.m. to 5:30 a.m. (the following day) |
| Tuesday   | 11:00 p.m. to 5:30 a.m. (the following day) |
| Wednesday | 11:00 p.m. to 5:30 a.m. (the following day) |
| Thursday  | 11:00 p.m. to 5:30 a.m. (the following day) |

I-5 SB Single Lane and Median Single Lane Closure at the I-5 / 88th St NE Interchange shall be allowed for construction activities on the 88th St NE undercrossing bridge during the following hours:

|           |                                            |
|-----------|--------------------------------------------|
| Sunday    | 9:00 p.m. to 5:00 a.m. (the following day) |
| Monday    | 7:00 p.m. to 5:00 a.m. (the following day) |
| Tuesday   | 7:00 p.m. to 5:00 a.m. (the following day) |
| Wednesday | 7:00 p.m. to 5:00 a.m. (the following day) |
| Thursday  | 7:00 p.m. to 5:00 a.m. (the following day) |

I-5 SB Double Outside and Median Work Lane Closure at the I-5 / 88th St NE Interchange shall be allowed for construction activities on the 88th St NE undercrossing bridge during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 11:00 p.m. to 4:00 a.m. (the following day) |
| Monday    | 9:30 p.m. to 4:00 a.m. (the following day)  |
| Tuesday   | 9:30 p.m. to 4:00 a.m. (the following day)  |
| Wednesday | 9:30 p.m. to 4:00 a.m. (the following day)  |
| Thursday  | 9:30 p.m. to 4:00 a.m. (the following day)  |

Marine Drive NE / 4th St / SR 528 single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                        |
|-----------|------------------------|
| Sunday    | 9:00 a.m. to 3:00 p.m. |
| Monday    | 9:00 a.m. to 3:00 p.m. |
| Tuesday   | 9:00 a.m. to 3:00 p.m. |
| Wednesday | 9:00 a.m. to 3:00 p.m. |
| Thursday  | 9:00 a.m. to 3:00 p.m. |
| Friday    | 9:00 a.m. to 3:00 p.m. |
| Saturday  | 9:00 a.m. to 3:00 p.m. |

33rd Ave NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                        |
|-----------|------------------------|
| Sunday    | 9:00 a.m. to 3:00 p.m. |
| Monday    | 9:00 a.m. to 3:00 p.m. |
| Tuesday   | 9:00 a.m. to 3:00 p.m. |
| Wednesday | 9:00 a.m. to 3:00 p.m. |
| Thursday  | 9:00 a.m. to 3:00 p.m. |
| Friday    | 9:00 a.m. to 3:00 p.m. |
| Saturday  | 9:00 a.m. to 3:00 p.m. |

88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                        |
|-----------|------------------------|
| Sunday    | 9:00 a.m. to 3:00 p.m. |
| Monday    | 9:00 a.m. to 3:00 p.m. |
| Tuesday   | 9:00 a.m. to 3:00 p.m. |
| Wednesday | 9:00 a.m. to 3:00 p.m. |
| Thursday  | 9:00 a.m. to 3:00 p.m. |
| Friday    | 9:00 a.m. to 3:00 p.m. |
| Saturday  | 9:00 a.m. to 3:00 p.m. |

34th Ave NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|         |                        |
|---------|------------------------|
| Sunday  | 9:00 a.m. to 3:00 p.m. |
| Monday  | 9:00 a.m. to 3:00 p.m. |
| Tuesday | 9:00 a.m. to 3:00 p.m. |

1                    Wednesday    9:00 a.m. to 3:00 p.m.  
2                    Thursday     9:00 a.m. to 3:00 p.m.  
3                    Friday        9:00 a.m. to 3:00 p.m.  
4                    Saturday     9:00 a.m. to 3:00 p.m.  
5

6                    SB I-5 On-Ramp from Marine Drive NE / 4th St / SR 528 single lane closures shall  
7                    be allowed for roundabout and roadway construction during the following hours:  
8

9                    Sunday        10:00 p.m. to 4:00 a.m. (the following day)  
10                   Monday        10:00 p.m. to 4:00 a.m. (the following day)  
11                   Tuesday        10:00 p.m. to 4:00 a.m. (the following day)  
12                   Wednesday    10:00 p.m. to 4:00 a.m. (the following day)  
13                   Thursday      10:00 p.m. to 4:00 a.m. (the following day)  
14

15                   SB I-5 Off-Ramp to Marine Drive NE / 4th St / SR 528 single lane closures shall be  
16                   allowed for roundabout and roadway construction during the following hours:  
17

18                   Sunday        9:00 p.m. to 5:00 a.m. (the following day)  
19                   Monday        8:00 p.m. to 5:00 a.m. (the following day)  
20                   Tuesday        8:00 p.m. to 5:00 a.m. (the following day)  
21                   Wednesday    8:00 p.m. to 5:00 a.m. (the following day)  
22                   Thursday      8:00 p.m. to 5:00 a.m. (the following day)  
23

24                   NB I-5 Off-Ramp to 4th St / SR 528 single lane closures shall be allowed for  
25                   roundabout and roadway construction during the following hours:  
26

27                   Sunday        9:00 p.m. to 6:00 a.m. (the following day)  
28                   Monday        10:00 p.m. to 6:00 a.m. (the following day)  
29                   Tuesday        10:00 p.m. to 6:00 a.m. (the following day)  
30                   Wednesday    10:00 p.m. to 6:00 a.m. (the following day)  
31                   Thursday      10:00 p.m. to 6:00 a.m. (the following day)  
32

33                   SB I-5 On-Ramp from 88th St NE single lane closures shall be allowed for  
34                   roundabout and roadway construction during the following hours:  
35

36                   Sunday        10:00 p.m. to 4:00 a.m. (the following day)  
37                   Monday        10:00 p.m. to 4:00 a.m. (the following day)  
38                   Tuesday        10:00 p.m. to 4:00 a.m. (the following day)  
39                   Wednesday    10:00 p.m. to 4:00 a.m. (the following day)  
40                   Thursday      10:00 p.m. to 4:00 a.m. (the following day)  
41

42                   SB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout  
43                   and roadway construction during the following hours:  
44

45                   Sunday        9:00 p.m. to 5:00 a.m. (the following day)  
46                   Monday        8:00 p.m. to 5:00 a.m. (the following day)  
47                   Tuesday        8:00 p.m. to 5:00 a.m. (the following day)  
48                   Wednesday    8:00 p.m. to 5:00 a.m. (the following day)  
49                   Thursday      8:00 p.m. to 5:00 a.m. (the following day)  
50

NB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 9:00 p.m. to 6:00 a.m. (the following day)  |
| Monday    | 10:00 p.m. to 6:00 a.m. (the following day) |
| Tuesday   | 10:00 p.m. to 6:00 a.m. (the following day) |
| Wednesday | 10:00 p.m. to 6:00 a.m. (the following day) |
| Thursday  | 10:00 p.m. to 6:00 a.m. (the following day) |

#### **Nightly Ramp Closures**

Nightly I-5 Ramp closures at the Marine Drive NE / 4th St / SR 528 Interchange (Exit 199) and the 88th St NE interchange (Exit 200) shall be allowed during the following hours. No more than one (1) ramp may be closed at any time.

SB I-5 On-Ramp from 4th St nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 10:00 p.m. to 4:00 a.m. (the following day) |
| Monday    | 10:00 p.m. to 4:00 a.m. (the following day) |
| Tuesday   | 10:00 p.m. to 4:00 a.m. (the following day) |
| Wednesday | 10:00 p.m. to 4:00 a.m. (the following day) |
| Thursday  | 10:00 p.m. to 4:00 a.m. (the following day) |

A maximum of three overnight ramp closures are permitted for the SB I-5 On-Ramp to 4th St

SB I-5 Off-Ramp to Marine Drive NE / 4th St / SR 528 nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                                            |
|-----------|--------------------------------------------|
| Sunday    | 9:00 p.m. to 5:00 a.m. (the following day) |
| Monday    | 8:00 p.m. to 5:00 a.m. (the following day) |
| Tuesday   | 8:00 p.m. to 5:00 a.m. (the following day) |
| Wednesday | 8:00 p.m. to 5:00 a.m. (the following day) |
| Thursday  | 8:00 p.m. to 5:00 a.m. (the following day) |

A maximum of three overnight ramp closures are permitted for the SB I-5 Off-Ramp to 4th St.

NB I-5 On-Ramp from 4th St / SR 528 nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 9:00 p.m. to 6:00 a.m. (the following day)  |
| Monday    | 10:00 p.m. to 6:00 a.m. (the following day) |
| Tuesday   | 10:00 p.m. to 6:00 a.m. (the following day) |
| Wednesday | 10:00 p.m. to 6:00 a.m. (the following day) |
| Thursday  | 10:00 p.m. to 6:00 a.m. (the following day) |

A maximum of 2 overnight ramp closures are permitted for the NB I-5 On-Ramp to 4th St/SR 528.



1 NB I-5 Off-Ramp to 4th St / SR 528 nightly ramp closures shall be allowed for  
2 roundabout and roadway construction during the following hours:  
3

4 Sunday 9:00 p.m. to 6:00 a.m. (the following day)  
5 Monday 10:00 p.m. to 6:00 a.m. (the following day)  
6 Tuesday 10:00 p.m. to 6:00 a.m. (the following day)  
7 Wednesday 10:00 p.m. to 6:00 a.m. (the following day)  
8 Thursday 10:00 p.m. to 6:00 a.m. (the following day)  
9

10 A maximum of three overnight ramp closures are permitted for the NB I-5  
11 Off-Ramp to 4th St.  
12

13 SB I-5 On-Ramp from 88th St NE single lane closures shall be allowed for  
14 roundabout and roadway construction during the following hours:  
15

16 Sunday 10:00 p.m. to 4:00 a.m. (the following day)  
17 Monday 10:00 p.m. to 4:00 a.m. (the following day)  
18 Tuesday 10:00 p.m. to 4:00 a.m. (the following day)  
19 Wednesday 10:00 p.m. to 4:00 a.m. (the following day)  
20 Thursday 10:00 p.m. to 4:00 a.m. (the following day)  
21

22 A maximum of three overnight ramp closures are permitted for the SB I-5  
23 On-Ramp to 88th St NE.  
24

25 SB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout  
26 and roadway construction during the following hours:  
27

28 Sunday 9:00 p.m. to 5:00 a.m. (the following day)  
29 Monday 8:00 p.m. to 5:00 a.m. (the following day)  
30 Tuesday 8:00 p.m. to 5:00 a.m. (the following day)  
31 Wednesday 8:00 p.m. to 5:00 a.m. (the following day)  
32 Thursday 8:00 p.m. to 5:00 a.m. (the following day)  
33

34 A maximum of three overnight ramp closures are permitted for the SB I-5  
35 Off-Ramp to 88th St NE.  
36

37 NB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout  
38 and roadway construction during the following hours:  
39

40 Sunday 9:00 p.m. to 6:00 a.m. (the following day)  
41 Monday 10:00 p.m. to 6:00 a.m. (the following day)  
42 Tuesday 10:00 p.m. to 6:00 a.m. (the following day)  
43 Wednesday 10:00 p.m. to 6:00 a.m. (the following day)  
44 Thursday 10:00 p.m. to 6:00 a.m. (the following day)  
45

46 A maximum of three overnight ramp closures are permitted for the NB I-5  
47 Off-Ramp to 88th St NE.  
48

NB I-5 On-Ramp to 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

|           |                                             |
|-----------|---------------------------------------------|
| Sunday    | 9:00 p.m. to 6:00 a.m. (the following day)  |
| Monday    | 10:00 p.m. to 6:00 a.m. (the following day) |
| Tuesday   | 10:00 p.m. to 6:00 a.m. (the following day) |
| Wednesday | 10:00 p.m. to 6:00 a.m. (the following day) |
| Thursday  | 10:00 p.m. to 6:00 a.m. (the following day) |

A maximum of three overnight ramp closures are permitted for the NB I-5 On-Ramp to 88th St NE.

### **Weekend Ramp Closures**

Weekend I-5 Ramp closures at the Marine Drive NE / 4th St / SR 528 Interchange (Exit 199) and the 88th St NE interchange (Exit 200) shall be allowed during the following hours. No more than one (1) ramp may be closed at any time.

SB I-5 On-Ramp from Marine Drive NE / 4th St / SR 528 weekend ramp closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 4th St. for constructing widening and transition sections

SB I-5 Off-Ramp to Marine Drive NE / 4th St / SR 528 nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to Marine Drive NE / 4th St / SR 528 for constructing widening and transition sections

NB I-5 On-Ramp from 4th St/SR 528 nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 4th St. for constructing widening and transition sections

NB I-5 Off-Ramp to 4th St / SR 528 nightly ramp closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 4th St. for constructing widening and transition sections

SB I-5 On-Ramp from 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 88th St. NE for constructing widening and transition sections

SB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 88 St. NE for constructing widening and transition sections

NB I-5 Off-Ramp to 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 88th St. NE for constructing widening and transition sections

NB I-5 On-Ramp from 88th St NE single lane closures shall be allowed for roundabout and roadway construction during the following hours:

9:00 p.m. Friday to 5:00 a.m. Monday

A maximum of two weekend ramp closures are permitted for the SB I-5 On-Ramp to 88th St. NE for constructing widening and transition sections

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday, as defined in Section 1-08.5.
2. A holiday weekend: holidays that occur on Friday, Saturday, Sunday, or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. If July 4 occurs on a Tuesday, the prior Monday and Friday are part of a holiday weekend. If July 4 occurs on a Thursday, the following Friday and Monday are part of a holiday weekend.

4. After noon on the day prior to a holiday or holiday weekend, and before noon on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after an event at the Tulalip Amphitheatre when attendance exceeds 1,500.
6. The two weeks prior to, including the 4th of July holiday.
7. Thanksgiving through New Year's Day.
8. Good Friday (Friday before Easter).
9. Easter Monday (Monday following Easter).
10. Canadian Holidays:
  - a. Queen's Birthday/Victoria Day (closest Monday to May 20th)
  - b. Canada Day/Dominion Day (July 1)
  - c. B.C. Day (first Monday in August)
  - d. Thanksgiving Day (second Monday in October)
11. Marysville Strawberry Festival (typically a one-week event in June each year).
12. Arlington Fly-In (typically 3-day event in July each year).
13. Everett Half Marathon (April).
14. Everett XFinity Arena events with an anticipated attendance of 5,000 or higher.

The Contractor is responsible to obtain or verify the dates and times of all events listed.

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an approved traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

Work over an open lane of traffic will not be allowed, unless a plan for the protection of the traveling public from debris falling onto the traveled way is approved by the Engineer. This protection shall remain in place during construction and meet minimum vertical clearance for the highway.

#### **Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than ten (10) minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If traffic delay due to the Contractor's operations becomes greater than ten (10) minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the ten (10) minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise their work operations to meet the ten (10) minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

Similarly, if the Contractor's operations result in ramp traffic backing up onto I-5 mainline lanes, regardless of estimated delay, the Contractor shall immediately begin to take action to cease the operations that are causing the backup and the Contractor shall provide to the Engineer, a written proposal to revise their work operations to eliminate backups onto I-5 mainline. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

1  
2 **General Restrictions**

3 Construction vehicles using a closed traffic lane shall travel only in the normal direction  
4 of traffic flow unless expressly allowed in an accepted traffic control plan. Construction  
5 vehicles shall be equipped with flashing or rotating amber lights.  
6

7 No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same  
8 time and only one ramp at an interchange shall be closed, unless specifically shown in  
9 the Plans.

10  
11 Roads or ramps that are designated as part of a detour shall not be closed or restricted  
12 during the implementation of that detour, unless specifically shown in the Plans.  
13

14 **Controlled Access**

15 No special access or egress shall be allowed by the Contractor other than normal legal  
16 movements or as shown in the Plans.  
17

18 Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to  
19 public traffic except as follows:  
20

21 Egress and ingress shall only occur during the hours of allowable lane closures,  
22 and:  
23

- 24 1. For exiting an open lane of traffic, by decelerating in a lane that is closed  
25 during the allowable hours for lane closures.  
26  
27 2. For entering an open lane of traffic, by accelerating in a closed lane during  
28 the allowable hours for lane closures.  
29

30 Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing  
31 construction signs will restrict traveled lanes, then the work will be permitted during the  
32 hours of allowable lane closures.  
33

34 Physical reductions of the width of I-5 travelling lanes are subject to the following  
35 restrictions:  
36

37 The Contractor shall not reduce the travelled way to a single lane with a clear width  
38 of less than 16 feet for a duration that exceeds 4 calendar days without prior  
39 approval of the Engineer. The Contractor shall submit a request for a width reduction  
40 that exceeds 4 calendar days to the Engineer no later than 30 calendar days prior  
41 to the start of the proposed width reduction. At a minimum, this request shall include:  
42

- 43 1. Schedule showing the planned beginning date and end date of the width  
44 reduction.  
45 2. Plans showing the limits and cross-sections showing the clear distance  
46 provided during the width reduction.  
47 3. Details of available detour routes.  
48 4. Plan to provide temporary windows of a minimum 16 foot width periodically  
49 during the width reduction, where possible.  
50

1 The Engineer will reply, in writing, to the request within 7 calendar days. The  
2 Contractor shall immediately notify the Engineer if there are any changes to the  
3 schedule for the width reduction.  
4

#### 5 **Traffic Blockage for Temporary Signal Erection**

6 During erection of temporary signal assemblies, the Contractor may, with the  
7 authorization of the Engineer, block all traffic for maximum durations of 20 minutes  
8 between the hours of 11:00 pm and 3:00 am, Monday thru Thursday nights. These  
9 20-minute blockages shall be separated by an interval long enough to allow the delayed  
10 vehicles to clear.  
11

#### 12 **Temporary Signal Turn-On**

13 Signal turn-on for new or rebuilt control equipment will be permitted Monday through  
14 Thursday, between 10:00 PM and 11:59 PM (nightly).  
15

16 The Contractor shall, at no additional cost to the Contracting Agency, provide  
17 Washington State Patrol officer(s), having jurisdiction in the area, to manually control  
18 intersections during temporary signal turn-on.  
19

#### 20 **Advance Notification**

21 The Contractor shall notify the Engineer in writing 14 calendar days in advance of any  
22 roadway closure, ramp closure, or both.  
23

24 The Contractor shall notify the Engineer in writing five calendar days in advance of any  
25 lane closure, shoulder closure, sidewalk closure, or some combination.  
26

27 The Contractor shall submit a detailed schedule which includes all dates and times for  
28 traffic control needs for each roadway, lane, ramp, or shoulder closure associated with  
29 authorized Traffic Control Plans to the Engineer for review and acceptance by 12:00  
30 p.m. (noon) of the Monday four weeks prior to implementing the traffic control plan. The  
31 schedule shall include dates, times, and identification of critical path work activities that  
32 require traffic control. Due to other work in the area, submittal of detailed traffic control  
33 schedule does not ensure acceptance of the dates and time of the proposed traffic  
34 control schedule. Within 20 calendar days of the submittal, the Engineer will notify the  
35 Contractor of the acceptance of all or portions of the traffic control schedule. Any  
36 substantial change to the schedule shall be resubmitted to the Engineer and shall restart  
37 the review and acceptance process.  
38

39 The Contractor shall notify the Engineer in writing, ten working days in advance of any  
40 traffic impacts related to full roadway closure, ramp closure, or both.  
41

42 The Contractor shall notify the Engineer in writing of any changes to the stated traffic  
43 impacts a minimum of 48 hours prior to the traffic impacts.  
44

#### 45 **Public Notification**

46 The Contractor shall furnish and install information signs that provide advance  
47 notification of a ramp closure, road closure, or both, a minimum of five (5) working days  
48 prior to the closure. The signs shall have a black legend on a white reflective  
49 background. Sign locations, messages, letter sizes, and sign sizes are shown in the  
50 Plans.

The Contractor shall notify the Washington State Patrol; local fire, police, emergency services, and city of Marysville engineering department; Community Transit (Robert Rich 360-464-7299) when applicable; and the affected school district(s) in writing a minimum of ten (10) working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

#### **1-07.23(2) Construction and Maintenance of Detours**

This section is supplemented with the following:

(\*\*\*\*\*)

All detours shall be in place, including all signing, prior to road closures. Detours using local roads shall follow traffic control permit requirements for each Local Agency impacted.

Detour signing during any allowed road closures shall be in accordance with Detour Plans, when included in the Contract Documents. When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or Contract Documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) calendar days in advance of intended use.

The Contractor shall identify all bus routes, including school bus routes, which may be affected by the detour; and shall coordinate with Community Transit and the local school district regarding impacts to the schedule and location of the bus stops

The Contractor shall notify the Engineer Fourteen (14) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing shall be placed a minimum of seven (7) working days prior to implementation of any street closure/detour.

#### **Pedestrian Control and Protection**

The Contractor shall maintain existing pedestrian access at all sidewalks, transit facilities, and intersections throughout construction. The Contractor shall also provide safe and continuous pedestrian access and passage through the project area. Pedestrian sidewalks and pathways shall be maintained in accordance with the requirements of the WSDOT Design Manual, applicable standards within WSDOT Limited Access Right of Way, and the standards of the affected local jurisdiction.

Occupational safety regulations that apply to the Project limits shall also be considered the minimum standard for personal safety to pedestrians. If Work will be performed over pedestrian and bicycle routes, temporary lighted covered walkways shall be provided to protect pedestrians and bicyclists from overhead hazards.

When the Contractor allows Work areas to encroach upon a sidewalk or crosswalk area and a minimum clear width of 48 inches cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided. Separation of pedestrians from the Work area and vehicular traffic is required.

Protective barricades and fencing, together with warning and guidance devices and signs, shall be used so that the passageway for pedestrians is safe, well defined, and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with handrails in accordance with ADA requirements. Footbridges shall be designed in accordance with AASHTO LRFD specifications; have a slip-resistant coating; and be free of cracks, holes, and irregularities that could cause tripping. Ramps with a maximum slope of 8.3 percent shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 2 percent. When the existing facility is illuminated or TCPs require illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation, with or without illumination, shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Contractor during construction, an alternate accessible pedestrian route shall be provided that complies with the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways, the WSDOT Design Manual requirements, and this section. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Pedestrian channelizing devices shall be detectable to pedestrians who have visual disabilities and a handrail meeting WSDOT Design Manual requirements. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane. Barricading or channelizing devices used to separate pedestrian and vehicular traffic shall be crashworthy and when struck by vehicles, present a minimum threat to pedestrians, workers, and occupants of impacting vehicles. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.

The Contractor shall not park motor vehicles or construction equipment on a pedestrian sidewalk or path, or use a pedestrian sidewalk or path for loading operations, stockpiling of materials, or allowing demolished or spoil materials to be deposited on the surface of a pedestrian sidewalk or path. Surface of a pedestrian sidewalk or path affected by the Work shall be restored to meet ADA requirements prior to re-opening to pedestrian traffic. The Trail surface shall be swept or washed free of debris including, at a minimum, mud, gravel, grease, and excavated, spoiled, or stockpiled materials.

Pedestrian and bicycle routes shall not be closed except during full closures of the adjacent roadways. During full closures of the adjacent roadways, a Pedestrian and Bicycle Access Plan shall be implemented with a minimum of 14 Calendar Days advance notice provided to all pedestrians and bicyclists. A Pedestrian and Bicycle Access Plan shall not require pedestrians or bicyclists to travel more than 0.25 miles longer than the preconstruction distance. Advance notice shall include signage at the construction limits and all access points serving the affected area, as well as public notification. All access closures and Pedestrian and Bicycle Access Plans shall be shown in the Traffic Control Plans (TCPs). All detours and work areas shall be signed in accordance with the FHWA Manual on Uniform Traffic Control Devices (MUTCD), ADA requirements, and the provisions of this section.

#### **Submittals - Construction Staging Plans (CSP) and Traffic Control Plans (TCP)**

(October 3, 2022)

The Engineer will require up to \*\*\*20\*\*\* calendar days from the date a Construction Staging Plan or Traffic Control Plan Drawing is received until it is returned to the Contractor. If a submittal is returned unapproved and then resubmitted, then an additional review time for each subsequent resubmittal of up to \*\*\*20\*\*\* calendar days will be required.



1 **1-07.24 Rights of Way**

2 Section 1-07.24 is supplemented with the following:

3  
4 (March 13, 1995)

5 The Contracting Agency has not completed the acquisition of title to the following described  
6 property:

7  
8 \*\*\* 4th Street / SR 528 Area

9 Parcel number 1-26177, Tax Parcel no. 600510700300102, approximately MF 115+40  
10 RT to 115+70 RT

11  
12 Parcel number 1-26176, Tax Parcel no, 00510700300300, approximately MF 115+70 RT  
13 to MF 117+00 RT

14  
15 Tax Parcel no.00510700200400, approximately MF 117+70 RT to MF 118+40 RT \*\*\*  
16  
17

18 The Contractor shall not perform any work within these limits until ordered to do so by the  
19 Engineer. The Contracting Agency has estimated that the above described property will be  
20 available \*\*\*December 31, 2026 \*\*\*.

21  
22 \*\*\* 88th Street NE Area

23  
24 Parcel Number 1-26180, Tax Parcel no. 30052100207700, approximately ME 17+35 LT  
25 to ME 20+37 LT

26  
27 Tax Parcel no. 30052100206700, approximately ME 21+00 LT to ME 23+00 LT  
28

29 Parcel Number 1-26179, Tax Parcel no. 00459600001402, approximately ME 18+40 RT  
30 to ME 20+40 RT

31  
32 Tax Parcel no, 00459600000102, approximately ME 21+00 RT to ME 22+30 RT\*\*\*  
33

34 The Contractor shall not perform any work within these limits until ordered to do so by the  
35 Engineer. The Contracting Agency has estimated that the above described property will be  
36 available \*\*\* December 31, 2027 \*\*\*.  
37

38 **1-08 PROSECUTION AND PROGRESS**

39  
40 Add the following new section:

41  
42 **1-08.0 Preliminary Matters**

43 (May 25, 2006 APWA GSP)  
44

Add the following new section:

**1-08.0(1) Preconstruction Conference**

*(October 21, 2025 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 review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and
8. 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.

Add the following new section:

**1-08.0(2) Hours of Work**

*(\*\*\*\*\*)*

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 7:00 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 \*\*\* 10 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 3 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 **1-08.4 Prosecution of Work**

2  
3 Delete this section and replace it with the following:

4  
5 (\*\*\*\*\*)

6 **1-08.4 Notice to Proceed and Prosecution of Work**

7  
8 Notice to Proceed will be given after the contract has been executed and the contract bond  
9 and evidence of insurance have been approved and filed by the Contracting Agency. The  
10 Contractor shall not commence with the work until the Notice to Proceed has been given by  
11 the Contracting Agency. The Contractor shall commence construction activities on the project  
12 site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The  
13 Contractor shall diligently pursue the work to the physical completion date within the time  
14 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall  
15 not relieve the Contractor of the responsibility to complete the work within the time(s) specified  
16 in the contract.

17  
18 When shown in the Plans, the first order of work shall be the installation of high visibility  
19 fencing to delineate all areas for protection or restoration, as described in the Contract.  
20 Installation of high visibility fencing adjacent to the roadway shall occur after the placement of  
21 all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction  
22 of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work  
23 shall be performed on the site until the Contracting Agency has accepted the installation of  
24 high visibility fencing, as described in the Contract.

25  
26 **Construction Coordination Meetings**

27 The Contracting Agency or its authorized representative will schedule and administer  
28 construction coordination meetings on a weekly basis with the Engineer, Contractor,  
29 subcontractors, and other interested parties. The Contractor shall actively and regularly  
30 prepare for, attend, and participate in these meetings throughout the duration of the project  
31 until Contract Completion. The purpose of these meetings is to coordinate and facilitate  
32 communication between the parties to facilitate the performance of the respective  
33 responsibilities and the successful completion of the project.

34  
35 The Contracting Agency will establish the weekly meeting times, dates and location with  
36 agreement from the Engineer and Contractor.

37  
38 Project meetings shall be held at a location designated by the Contracting Agency.

39  
40 The Contracting Agency will make physical arrangements for meetings, prepare agenda with  
41 copies for participants, preside at meetings, record minutes, and distribute copies within 5  
42 working days to participants and those affected by decisions made at meetings.

43  
44 Attendance: Contracting Agency, Engineer, Contractor's Project Manager, and Project  
45 Superintendent all as appropriate to address agenda topics for each meeting. Major  
46 subcontractors and suppliers shall attend when requested by the Contracting Agency,  
47 Engineer, or Contractor.

48  
49 The specific administrative and procedural requirements for project meetings including, but  
50 not limited to, Safety, RFI Status, Contract Submittals, Materials Submittals, RFPs, Field

1 Directives, Change Orders, project schedule, and 2-week look ahead, Working Days, Critical  
2 path items, Contract compliance, Pay applications, and open discussion.

### 3 4 **Safety**

5 All parties agree that they are responsible for compliance with all tribal, local, and federal laws,  
6 regulations, and standards that pertain to safety, as those laws, regulations, and standards  
7 apply to its employees. All parties recognize that the responsibility for employee safety rests  
8 with each employer respectively. Each contractor (prime or sub) shall be responsible for the  
9 safety of its own employees. The Contracting Agency accepts no responsibility for, nor will it  
10 provide any safety consultation, monitoring, or enforcement to any contractor on the site  
11 concerning the safety of contractor's employees. Any safety equipment needed on the job,  
12 including but not limited to, PPE, shall be furnished by each contractor for its employees.

13  
14 The Contracting Agency will regard safety on this project to be of the utmost importance.  
15 Under no conditions shall safety requirements be waived for the sake of cost, schedule, or  
16 convenience. SAFETY MAY BE USED AS CRITERIA FOR APPROVAL OF PAY  
17 APPLICATIONS. Unsafe conditions, lack of proper and/or untimely documentation and  
18 submittals, and lack of adherence to safety rules and requirements will not be tolerated.

19  
20 Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws regarding worker  
21 safety. This shall include all requirements of OSHA and referenced standards therein included.

22  
23 The Contracting Agency may, at various times, request voluntary OSHA inspections. Each  
24 contractor shall immediately correct and respond to any violations in writing to the Contracting  
25 Agency, and to the appropriate agency.

26  
27 Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted.  
28 (Areas must be designated for storage or disposal.) All materials, tools, and equipment must  
29 be stored in an orderly manner in designated areas.

### 30 **Safety Program**

31 A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety  
32 program including jobsite-specific safety plans. This program shall incorporate all lower-  
33 tier subcontractor safety information or separate policies shall be submitted for all lower-  
34 tier subcontractors used on the project. This safety policy shall conform to all OSHA  
35 requirements and shall include as follows:

36  
37 B. A Hazard Communications Program, including site specific Safety Data Sheets (SDS) for  
38 all chemicals used by Contractor and its subcontractors.

- 39  
40 1. Provisions for continual training of all on-site employees. This shall be done by holding  
41 weekly safety toolbox talks, documented by signed attendance sheets with safety  
42 topic submitted to the Contracting Agency at each weekly project meeting.  
43 2. Weekly jobsite safety inspections shall be completed by each Contractor.  
44 3. Designation and continual training of competent persons for the project.  
45 4. Contractor shall provide services of a competent safety person (as defined by OSHA)  
46 for the project to inspect the project for safety hazards related to their Work. The safety  
47 person should not be one of the superintendents dedicated to this Project; however,  
48 the safety person shall be on-site whenever Work is being performed by Contractor.  
49 The safety person shall attend the Project coordination meetings.

- 1 5. Contractor, with assistance from all contractors' safety persons, shall perform a  
2 monthly total Project safety audit conducted by a company safety officer or  
3 independent consultant of the Contractor. Results of the safety audit shall be  
4 submitted to the Contracting Agency and distributed to all contractors the same day  
5 the audit is conducted by Contractor. If a contractor does not immediately address any  
6 observed or noted safety concern, Contractor's company safety officer or independent  
7 consultant shall contact the Owner, through the Contracting Agency. Contractor's  
8 company safety officer or independent consultant, with assistance from Contractor's  
9 competent safety person, shall record all accidents for the Project and report their  
10 findings to the Owner, through the Contracting Agency.  
11 6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent,  
12 and/or Project Manager.  
13 7. Documentation that each on-site employee has been trained in general safety and  
14 has been informed of the location of the Safety Program, Haz-Com Program, and  
15 Emergency procedures on this project.  
16

### 17 **Submittals**

- 18 A. Company safety programs, as described above, shall be submitted to the Contracting  
19 Agency within ten days of Notice to Proceed or Letter of Intent to Award. Additions to the  
20 program, such as documentation of training as new employees arrive at the site, shall be  
21 forwarded to the Contracting Agency. All contractor Safety Programs, and Haz-Com  
22 Programs, with SDS Sheets, will be kept in one central location within the Contractor's  
23 office throughout the duration of the project.  
24  
25 B. Contractor is required to conduct and all employees are required to attend a "Tool Box"-  
26 type safety meeting once a week. These meetings may either be presided over by  
27 Contractor's foreman or another competent representative designated by Contractor. The  
28 Contracting Agency's personnel are available to participate in these safety meetings.  
29  
30 Contractor will be responsible to submit WEEKLY tool box safety meeting minutes to the  
31 Contracting Agency while Contractor has employees on-site.  
32  
33 C. All weekly inspections will be documented by Contractor and submitted to the Contracting  
34 Agency. Contractor shall immediately correct all deficiencies and submit a list of corrective  
35 actions within 1 working day, or sooner if required, of safety inspection.  
36  
37 D. Subject-specific daily and/or weekly inspections by Contractor, including temporary  
38 electric, crane, or other work activities as required, shall be timely submitted to the  
39 Contracting Agency.  
40

### 41 **Training**

- 42 A. Contractor shall ensure that employee designated as Project Competent Person has  
43 been fully trained for this task and has the full authority to take corrective action when  
44 required.  
45  
46 B. Contractor shall provide continual training to Project Competent Person, Superintendent,  
47 and Foreman as required by Tribal or OSHA standards.  
48  
49 C. The Contracting Agency may recommend General Safety Topics to enable Contractor's  
50 supervising personnel to train employees if a Contractor requests such assistance.

1  
2 **1-08.5 Time for Completion**  
3

4 Revise the third and fourth paragraphs to read:

5  
6 (\*\*\*\*\*)

7 Contract time shall begin on the first working day following the Notice to Proceed Date.

8  
9 Each working day shall be charged to the contract as it occurs, until the contract work is  
10 physically complete. If substantial completion has been granted and all the authorized working  
11 days have been used, charging of working days will cease. Each week the Engineer will  
12 provide the Contractor a statement that shows the number of working days: (1) charged to the  
13 contract the week before; (2) specified for the physical completion of the contract; and (3)  
14 remaining for the physical completion of the contract. The statement will also show the  
15 nonworking days and any partial or whole day the Engineer declares as unworkable. Within  
16 10 calendar days after the date of each statement, the Contractor shall file a written protest  
17 of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in  
18 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By  
19 not filing such detailed protest in that period, the Contractor shall be deemed as having  
20 accepted the statement as correct. If the Contractor is approved to work 10 hours a day and  
21 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked  
22 would ordinarily be charged as a working day then the fifth day of that week will be charged  
23 as a working day whether or not the Contractor works on that day.  
24

25 Revise the sixth paragraph to read:

26  
27 (\*\*\*\*\*)

28 The Engineer will give the Contractor written notice of the completion date of the contract after  
29 all the Contractor's obligations under the contract have been performed by the Contractor.  
30 The following events must occur before the Completion Date can be established:

- 31  
32 1. The physical work on the project must be complete; and  
33  
34 2. The Contractor must furnish all documentation required by the contract and required  
35 by law, to allow the Contracting Agency to process final acceptance of the contract.  
36 The following documents must be received by the Project Engineer prior to  
37 establishing a completion date:  
38  
39 a. Certified Payrolls (per Section 1-07.9(5)).  
40 b. Material Acceptance Certification Documents.  
41 c. Final Contract Voucher Certification.  
42 d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and  
43 all Subcontractors.  
44 e. Property owner releases per Section 1-07.24.  
45 f. An original signed and notarized Final Waiver and Release of Claim Form from the  
46 Contractor.  
47 g. Original signed and notarized Final Waiver and Release of Claim Form for all  
48 Subcontractors and Material Suppliers regardless of tier.  
49 h. Affidavit from the Tulalip Tribes TERO office that the TERO Fee for the Project has  
50 been paid.

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within \*\*\* 1,200 \*\*\* working days.

The work included in schedules A through F shall be physically completed within 500 working days.

The Contractor shall not begin work on items in Schedules G through L that reduce the number of lanes, including turning lanes, for longer than a single work shift until such time as the permanent lane configuration of schedules A through F is in place.

#### **1-08.9 Liquidated Damages**

*(February 17, 2026 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* \$6,000 \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.



Section 1-08.9 is supplemented with the following:

(NWR ITS August 25, 2020)

Unplanned disruptions to the Intelligent Transportation System (ITS) will result in impacts to the traveling public, increase fuel consumption, vehicle operating costs, pollution, and other inconveniences and harm.

Accordingly, the Contractor agrees:

1. To pay \$250.00 liquidated damages per 15 minutes for each 15 minute period that the Contractor fails to restore the proper operation of an existing ITS element following an unplanned disruption as specified in the Subsection **Existing System Disruption and Restoration** of the Special Provision **ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, and ELECTRICAL**.
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming to the Contractor.

## **1-09 Measurement and Payment**

### **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**

Section 1-09.7 is supplemented with the following:

(\*\*\*\*\*)

Payment for Mobilization will be made from two-thirds of the lump sum amount named in the Bid Schedule, which price shall be complete compensation for all mobilization of employees, equipment and materials, and preparation of all necessary submittals as well as the bonds, insurance, site improvements etc. all in conformance with the Contract Documents. In calculating the partial payment due for mobilization, percent completion will be based on the sum of completed work. Payment for Demobilization will be made from one-third of the lump sum amount based on completion of all work which payment will be considered complete compensation for removal of all equipment, materials, labor hauling, cleanup, restoration work etc. required to remove all of the Contractor's operation and cleanup the site in accordance with the Contract Documents. In calculating the partial payment due for demobilization, percent completion will be based on the sum of completed work.

## 1-09.8 Payment For Material On Hand

The last paragraph of Section 1-09.8 is revised to read:

(August 3, 2009)

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 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 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 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.

- 1           3. Change Orders – entitlement for approved extra cost or completed extra work as  
2           determined by the Engineer.

3  
4       Progress payments will be made in accordance with the progress estimate less:

- 5           1. Retainage per Section 1-09.9(1);  
6           2. The amount of Progress Payments previously made; and  
7           3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
8           Contract Documents.  
9

10       Progress payments for work performed shall not be evidence of acceptable performance or  
11       an admission by the Contracting Agency that any work has been satisfactorily completed. The  
12       determination of payments under the contract will be final in accordance with Section 1-05.1.

13  
14       Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against  
15       the appropriate fund source for the project. Payments received on account of work performed  
16       by a subcontractor are subject to the provisions of RCW 39.04.250.  
17

18       **1-09.9(1)       Retainage**

19       Section 1-09.9(1) is revised to read:  
20

21       (\*\*\*\*\*)

22       The Contracting Agency shall retain from each progress estimate a sum of 5 percent of the  
23       monies earned by the Contractor. Monies retained shall be held in a fund by the Contracting  
24       Agency.  
25

26       Release of the retainage will be made 60 days following the Completion Date, provided the  
27       following conditions are met:  
28

- 29           1. On Contracts totaling more than \$35,000, a release has been obtained from the  
30           Washington State Department of Revenue.  
31           2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the  
32           Contracting Agency (RCW 39.12.040).  
33           3. A certificate of Payment of Contributions Penalties and Interest on Public Works  
34           Contract is received from the Washington State Employment Security Department.  
35           4. Washington State Department of Labor and Industries (per Section 1-07.10) shows  
36           the Contractor is current with payments of industrial insurance and medical aid  
37           premiums.  
38           5. All claims, as provided by law, filed against the retainage have been resolved. In the  
39           event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the  
40           Contractor will be paid such retained percentage less an amount sufficient to pay any  
41           such claims together with a sum determined by the Contracting Agency sufficient to  
42           pay the cost of foreclosing on claims and to cover attorney's fees.  
43

1 **1-09.11 Disputes and Claims**

2 Section 1-09.11 is revised to read:

3  
4 (\*\*\*\*\*)

5 **Forum For Equitable Relief**

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

13  
14 **Forum For Money Damages**

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

22  
23 **1-09.13 Claims Resolution**

24  
25 Section 1-09.13 is deleted in its entirety.

26  
27 **1-10 Temporary Traffic Control**

28  
29 **1-10.1 General**

30 The first paragraph of Section 1-10.1 is revised as follows:

31  
32 (\*\*\*\*\*)

33 The Contractor shall prepare and submit construction staging plans (CSP) and traffic control  
34 plans (TCP) grouped by construction stage (i.e., 4th Street CSP1 TCP) to the Contracting  
35 Agency for review and approval for all work located within public rights of way. The initial CSP  
36 and TCP package shall be submitted for review within seven (7) calendar days following  
37 contract award. The Contractor shall not begin setup of the construction stage until the  
38 construction staging plan and all of the traffic control plans are approved for that stage. All  
39 plans shall be prepared in accordance with the current editions of the MUTCD and the  
40 WSDOT Work Zone Traffic Control Guidelines, applicable local agency requirements, and  
41 these contract documents. A minimum of twenty (20) working days shall be allowed for review.  
42 The Contractor shall submit CSP and TCP packages for each subsequent construction stage  
43 a minimum of twenty (20) working days prior to the planned implementation of that stage. The  
44 Contractor shall not advance to the next construction stage until the associated CSP and TCP  
45 have been reviewed and approved by the Contracting Agency and, where applicable,  
46 WSDOT. The Contractor shall account for review durations, comment resolution, and  
47 resubmittals when developing the project schedule. Whenever traffic control devices are  
48 located on, or affect operations of, a state highway, the TCPs shall also be reviewed and  
49 approved by WSDOT prior to implementation.

1 Construction Staging Plans shall be prepared by the Contractor, the Contractor's Traffic  
2 Control Supervisor (TCS), or a licensed Professional Engineer. Traffic Control Plans shall be  
3 prepared under the direction of the Contractor's TCS or a licensed Professional Engineer and  
4 shall supplement the approved CSPs. All construction signs, flaggers, temporary traffic control  
5 devices, pedestrian and bicycle accommodations, detours, and temporary traffic operations  
6 required to support the Work shall be shown on the TCPs. Only approved TCPs shall be  
7 implemented in the field.

8  
9 The CSPs shall clearly define each construction stage and include, at a minimum:

- 10 • Delineation of work areas for each stage.
- 11 • Lane configurations and lane widths maintained during each stage.
- 12 • Description of work activities to be completed within each stage.
- 13 • Construction access and egress locations.
- 14 • Sequencing of traffic shifts, roadway closures, and temporary roadway alignments.
- 15 • Maintenance of access for adjacent properties, businesses, transit facilities,  
16 pedestrians, and bicyclists.

17  
18 The TCPs shall include, at a minimum:

- 19 • Complete plan sheets and details for all construction stages, including construction  
20 sequencing plans.
- 21 • Intended use of each TCP and applicable work shift or allowable closure hours.
- 22 • Locations of all temporary traffic control devices and modifications to existing traffic  
23 control devices.
- 24 • Location, size, legend, and type of all signs, including advance warning signs.
- 25 • Location of flagger stations and lane closure tapers.
- 26 • Type, spacing, color, and quantity of traffic control devices.
- 27 • Temporary pavement markings, striping, delineation, crosswalks, and channelization  
28 devices.
- 29 • Identification of pedestrian and bicycle access routes and ADA-compliant  
30 accommodations.
- 31 • Temporary detours, access modifications, and traffic control measures for transit,  
32 freight, emergency services, and adjacent properties.
- 33 • Construction work areas and ingress/egress routes for construction vehicles.
- 34 • Temporary barriers, attenuators, and other safety measures.
- 35 • Temporary lighting, signalization, Intelligent Transportation Systems (ITS), and  
36 drainage facilities, as required.
- 37 • Typical sections and cross-sections showing lane configurations, lane widths, shoulder  
38 widths, barrier locations, buffer areas, work zones, and traffic control devices.
- 39 • Procedures for stage transitions, traffic switches, and modifications required for winter  
40 conditions or suspended work periods.

41  
42 Documentation supporting roadway closures, detour routes, lane reductions, and access  
43 modifications. The Contractor shall furnish, install, operate, maintain, modify, and remove all  
44 flaggers, signs, barricades, channelization devices, pavement markings, and other traffic  
45 control devices necessary to safely accommodate and protect the traveling public and  
46 construction personnel. No work shall be performed on or adjacent to a traveled way until all  
47 required traffic control devices are installed and operational in accordance with the approved  
48 TCPs. The Contractor shall maintain an updated log of all approved TCPs and revisions  
49 throughout the duration of the Project and shall make the log available to the Contracting

Agency and WSDOT upon request. Any revisions to approved CSPs or TCPs shall be submitted for review and approval prior to implementation.

Advance scheduling oversights and resubmittals to address comments and gain acceptance are not justification for non-working days.

## **1-10.2 Traffic Control Management**

Section 1-10.2 is supplemented with the following:

**(November 2, 2022)**

### **Work Zone Safety Contingency**

Enhancements to improve the effectiveness of the accepted traffic control plans to increase the safety of the work zones shall be discussed on a weekly basis between the Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and Engineer prior to performing any Work to implement the enhancement.

Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2).

### **1-10.2(1) General**

Section 1-10.2(1) is supplemented with the following:

(\*\*\*\*\*)

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

Evergreen Safety Council  
1901 Cornwall Ave  
#1001  
Bellingham, WA 982251-425-814-3868  
<https://www.esc.org>

The American Traffic Safety Services Association  
150 Riverside Parkway, Suite 311  
Fredericksburg, Virginia 22406-1094  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701  
<https://atssa.com/training>

Integrity Safety  
12389 Reservation Rd Suite B  
Anacortes, WA 98221-8694  
(360) 299-1208  
<https://www.integritysafety.com>

US Safety Alliance  
(904) 705-5660  
<https://www.ussafetyalliance.com>

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049  
<https://www.kndservices.net>

(January 5, 2015)

The primary TCS shall have a minimum of 500 hours of experience providing traffic control as a TCS or traffic control labor on multilane highways with a speed limit of 55 mph or greater. The Contractor shall submit a certification of the TCS's experience with the TCS designation. Documentation of experience shall be available upon request by the Engineer.

#### **1-10.4 Measurement**

##### **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

Section 1-10.4(1) is supplemented with the following:

(\*\*\*\*\*)

The bid Proposal contains the lump sum bid item "Project Temporary Traffic Control". The provisions of Section 1-10.4(1) apply.

##### **1-10.5 Payment**

Section 1-10.5(1) is supplemented with the following:

(\*\*\*\*\*)

The lump sum bid for "Project Temporary Traffic Control", shall also include all costs associated with preparing and receiving approval for the Traffic Control Plans and Construction Staging Plans, including all revisions and updates necessary throughout the duration of the project. The lump sum cost also includes all payment for obtaining and maintaining traffic control permits and use of uniformed Police support.

**END OF DIVISION 1**

1

2

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1 **Division 2**  
2 **Earthwork**

3  
4 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**

5  
6 **2-01.3 Construction Requirements**

7  
8 **2-01.3(1) Clearing**

9  
10 Item number 1 of Section 2-01.3(1) is revised to read:

11  
12 (April 2, 2018)

- 13 1. Trees identified for removal shall be felled into the Contracting Agency right of way  
14 or areas that will be cleared of vegetation.  
15

16 **2-02 Removal of Structures and Obstructions**

17  
18 **2-02.1 Description**

19 Section 2-02.1 is supplemented with the following:

20  
21 (\*\*\*\*\*)

22 The following items shall be removed as shown in the plans and with specific standard bid  
23 items

24  
25 Asphalt concrete pavement  
26 Guardrail  
27 Guardrail Anchor  
28 Chain link Fence  
29 Remove Manhole  
30

31 **2-02.3 Construction Requirements**

32  
33 Section 2-02.3 is supplemented with the following:

34  
35 ***Install Solid Locking Lid on Existing Catch Basin***

36 Where shown on the Plans, the Contractor shall install solid locking lids on existing catch  
37 basins upon adjustment to finished grade. The existing grates removed by the Contractor  
38 shall remain the property of the Tulalip Tribes and be delivered upon installation of the new  
39 solid locking lid.  
40

41 ***(September 7, 2021)***

42 ***Removal of Obstructions***

43 The following miscellaneous Obstructions shall be removed and disposed of:

44  
45 **Marine Drive NE / 4th St / SR 528 Volume 3 of 4**

|                                    |         |
|------------------------------------|---------|
| 46 Schedule A                      | Approx. |
| 47 Sawcut                          | 727 LF  |
| 48 Removing Drainage Pipe          | 13 LF   |
| 49 Removing Plastic Crosswalk Line | 704 SF  |
| 50 Removing Traffic Curb           | 269 LF  |

|    |                                   |          |
|----|-----------------------------------|----------|
| 1  | Removing Paint Line               | 1449 LF  |
| 2  | Removing Plastic Traffic Markings | 14 EACH  |
| 3  | Removing Plastic Line             | 1858 LF  |
| 4  | Removing Casino Sign              | 1 EACH   |
| 5  | Removing Mountable Curb           | 121.5 LF |
| 6  |                                   |          |
| 7  | Schedule B                        | Approx.  |
| 8  | Sawcut                            | 192 LF   |
| 9  | Removing Existing Wall            | 437 SF   |
| 10 | Removing Drainage Pipe            | 1027 LF  |
| 11 | Removing Plastic Crosswalk Line   | 824 SF   |
| 12 | Removing Paint Line               | 3742 LF  |
| 13 | Removing Plastic Traffic Markings | 17 EACH  |
| 14 | Removing Plastic Line             | 1699 LF  |
| 15 |                                   |          |
| 16 | Schedule D                        | Approx.  |
| 17 | Sawcut                            | 284 LF   |
| 18 | Removing Paint Line               | 911 LF   |
| 19 | Removing Plastic Traffic Markings | 2 EACH   |
| 20 |                                   |          |
| 21 | <b>88th Volume 4 of 4</b>         |          |
| 22 | Schedule I                        | Approx.  |
| 23 | Sawcut                            | 255 LF   |
| 24 | Removing Existing Wall            | 5160 SF  |
| 25 | Removing Drainage Pipe            | 231 LF   |
| 26 | Removing Plastic Crosswalk Line   | 240 SF   |
| 27 | Removing Paint Line               | 1100 LF  |
| 28 | Removing Plastic Traffic Markings | 18 EACH  |
| 29 | Removing Plastic Line             | 3280 LF  |
| 30 | Removing Existing Culvert         | 77 LF    |
| 31 |                                   |          |
| 32 | Schedule J                        | Approx.  |
| 33 | Sawcut                            | 144 LF   |
| 34 | Removing Existing Railing         | 487 LF   |
| 35 | Removing Drainage Pipe            | 87 LF    |
| 36 | Removing Plastic Crosswalk Line   | 723 SF   |
| 37 | Removing Paint Line               | 510 LF   |
| 38 | Removing Plastic Traffic Markings | 26 EACH  |
| 39 | Removing Plastic Line             | 9800 LF  |
| 40 |                                   |          |
| 41 | Schedule K                        | Approx.  |
| 42 | Removing Existing Wall            | 960 SF   |
| 43 | Removing Plastic Traffic Markings | 1 EACH   |
| 44 | Removing Plastic Line             | 960 LF   |
| 45 |                                   |          |
| 46 | Schedule L                        | Approx.  |
| 47 | Sawcut                            | 464 LF   |
| 48 | Removing Existing Wall            | 3000 SF  |
| 49 | Removing Drainage Pipe            | 631 LF   |
| 50 | Removing Plastic Crosswalk Line   | 584 SF   |

1 Removing Traffic Curb 235 LF  
2 Removing Paint Line 800 LF  
3 Removing Plastic Traffic Markings 8 EACH  
4 Removing Plastic Line 1180 LF  
5 Removing Cement Conc. Curb and Gutter 95 LF  
6

7 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters**  
8

9 Section 2-02.3(3) is supplemented with the following:  
10

11 (September 8, 1997)

12 The approximate thickness of the \*\*\* Asphalt Conc. \*\*\* pavement is \*\*\* 0.48 to  
13 0.66 feet\*\*\*.  
14

15 **2-02.4 Measurement**  
16

17 Section 2-02.4 is supplemented with the following:  
18

19 (\*\*\*\*\*)  
20

21 "Removing Drainage Structure", will be measure per each.  
22

23 "Removing Chain Link Fence", will be measured per lineal foot.  
24

25 "Removing Cement Conc. Sidewalk", will be measured per square yard.  
26

27 (September 8, 1997)

28 Pavement removal will be measured by the square yard.  
29

30 (October 25, 1999)

31 Sidewalk removal will be measured by the square yard.  
32

33 (September 8, 1997)

34 Curb removal will be measured by the linear foot.  
35

36 **2-02.5 Payment**  
37

38 Section 2-02.5 is supplemented with the following:  
39

40 (\*\*\*\*\*)  
41

42 "Removing Drainage Structure", per each.  
43

44 The unit Contract price for "Removing Drainage Structure", per each shall be full payment for  
45 performing the Work as specified.

46 "Removing Chain Link Fence", per lineal foot.  
47

48 The unit Contract price for "Removing Chain Link Fence", per lineal foot shall be full payment  
49 for performing the Work as specified.  
50

51 "Removing Cement Conc. Sidewalk", per square yard.

The unit Contract price for "Removing Cement Conc. Sidewalk", per square yard shall be full payment for performing the Work as specified.

(September 30, 1996)

"Removing \*\*\* Asphalt Conc. \*\*\* Pavement", per square yard.

## **2-03 Roadway Excavation and Embankment**

### **2-03.3 Construction Requirements**

#### ***Embankment Construction***

Section 2-03.3(14) is supplemented with the following:

(\*\*\*\*\*)

#### ***Excavation of Pond***

Pond excavation includes all earthwork necessary to construct infiltration ponds, including excavation to subgrade, formation of berms, and grading of side slopes to the lines and grades shown in the Contract Plans.

The Contractor shall properly dispose of unsuitable or excess material as directed by the Engineer.

Placement of geotextiles, quarry spalls, liners, soil amendments, and surface restoration (seeding and mulching) shall be paid under their respective bid items.

### **2-03.4 Measurement**

Section 2-03.4 is supplemented with the following:

(\*\*\*\*\*)

Pond excavation will be measured by the cubic yard of material excavated to the limits shown in the Contract Plans. Excavated material will be measured in its original ground position before excavation. Original ground measurement will be determined using cross-section or digital terrain modeling survey techniques, compared with the finished section shown in the Contract Plans.

### **2-03.5 Payment**

Section 2-03.5 is supplemented with the following:

(\*\*\*\*\*)

"Pond Excavation Incl. Haul", per cubic yard.

The unit Contract price per cubic yard for "Pond Excavation Incl. Haul" shall be full compensation for all costs incurred for excavating, loading, hauling, placing, or otherwise disposing of the material. The unit Contract price includes removing, disposing of, wasting, or stockpiling any material in the borrow site that does not meet the Specifications for "Pond Excavation"

## 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.

Add the following new section:

(\*\*\*\*\*)

#### 2-09.3(1)G Foundation and 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 bridge foundation, stormwater treatment facilities, water utility and stormwater 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 foundation structure excavations in accordance with the requirements of the Contract Documents. All open excavations require construction dewatering and/or depressurization. The range in permeability and groundwater levels 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.

Preliminary information on subsurface water at the site is provided in a Geotechnical Engineering Report found in Appendix A. 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 Engineering Report. Accordingly, the Contractor shall expect to have to dewater the full length and depth of the open cut portions of the Coho Creek Bridge foundations and all costs incurred by Contractor to design, install, operate, and maintain dewatering systems to control groundwater beneath the site are included in the Contract Unit Price for Dewatering.

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.

1 The term groundwater as used herein means water that is found in saturated soils, sediments,  
2 and/or rocks below the surface of the ground and which flows in response to artesian pressure,  
3 gravitational, tidal, or other forces.

4 The term dewatering as used herein means removal and/or lowering/depressurization of  
5 groundwater within the subsurface soil profile to levels below the bottom of an excavation or  
6 trench as specified in this section.

7 The term dewatering system as used herein means a system of wells, well points, sumps,  
8 pumps, or other methods selected by the Contractor to remove and/or lower the groundwater  
9 adequately to permit safe and dry working conditions, excavation stability, and maintenance  
10 of groundwater at levels below the bottom of an excavation or trench as specified in this  
11 section.

## 12 **2-09.3(1)G2 Contractor Submittals**

13 At least 20 working days prior to installation of any dewatering system, the Contractor shall  
14 submit a detailed Groundwater Control Plan and operation schedule (Groundwater Control  
15 Plan) for dewatering of excavations. The Groundwater Control Plan shall be prepared, signed,  
16 and stamped by a professional engineer or licensed hydrogeologist who will be responsible  
17 for the design of the dewatering system. Such engineer or hydrogeologist shall have a  
18 minimum of five years of experience in the design of dewatering systems and shall be  
19 currently registered in the State of Washington as a licensed hydrogeologist or professional  
20 engineer. The engineer or hydrogeologist that designs the dewatering system shall  
21 demonstrate experience in the design and implementation of construction dewatering  
22 including pumped wells, vacuum well points, and depressurization wells. A summary of the  
23 engineer's or hydrogeologist's experience shall be included in the Groundwater Control Plan.  
24 The Groundwater Control Plan shall identify how the Contractor will manage the rate of  
25 dewatering so as to prevent settlement.

26 The Geotechnical Engineering Report in the appendices provides preliminary information  
27 regarding soil and groundwater conditions encountered during explorations. Such  
28 information may or may not accurately depict the actual subsurface conditions existing at or  
29 around the time of construction. The Groundwater Control Plan submitted by the Contractor  
30 shall be based on the Contractor's independent investigation and verification of the  
31 subsurface conditions existing at the time of construction. The Contractor shall rely on its  
32 own independent investigation and verification of the subsurface conditions at the site in  
33 developing its Groundwater Control Plan. The submitted Groundwater Control Plan shall  
34 show the number, location, and depth of all dewatering wells, depressurization wells, well  
35 points, or other means selected by Contractor, complete with unique identifying reference  
36 numbers.

37 The Contractor shall be required to demonstrate performance and effectiveness of the  
38 proposed dewatering system and verify that adequate equipment, personnel, and materials  
39 are provided to dewater the excavations and to test the quantity and quality of discharge  
40 water at all locations and times.

41 The Groundwater Control Plan shall include the installation of observation wells and  
42 piezometers sufficient in number, location, and depth to provide monitoring information on the  
43 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 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 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



1 period of 24 hours prior to the start of excavation and shall be maintained at that elevation  
2 until completion of pipe or structure installation.

3 The Contractor shall maintain the water level below the bottom of excavation in all work  
4 areas where groundwater occurs during excavation construction, backfilling, and up to  
5 acceptance.

6 Flotation shall be prevented by the Contractor by maintaining a positive and continuous  
7 removal of water. The Contractor shall be fully responsible and liable for all damages which  
8 may result from failure to adequately keep excavations dewatered.

9 If vacuum well points or pumped wells are used, these items shall be spaced in accordance  
10 with the Groundwater Control Plan to provide the necessary dewatering and shall be filter  
11 packed with approximately graded sand and/or gravel and/or other means used to prevent  
12 pumping of fine sands or silts from the subsurface. A continual check by the Contractor shall  
13 be maintained to ensure that the subsurface soil is not being removed by the dewatering  
14 operation.

15 The Contractor shall dispose of water from the Work in a suitable manner without damage to  
16 adjacent property. Contractor shall be responsible for obtaining any permits that may be  
17 necessary to dispose of water. No water shall be drained into work built or under construction  
18 without prior consent of the Engineer. Water shall be filtered using an approved method to  
19 remove sand and fine-sized soil particles before disposal into any drainage system.

20 The release of controlled groundwater to its static level shall be performed in such a manner  
21 as to maintain the undisturbed state of the natural foundation soils, prevent disturbance  
22 of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

23 Prior to the start of dewatering operation using vacuum well points or pumped wells, the  
24 Contractor shall contact adjacent property owners to verify the proximity of any existing  
25 shallow wells and shall continuously monitor the water surface levels within each of the  
26 shallow wells during the dewatering operations.

27 The dewatering system shall be designed for continuous, 24-hour operation and shall not be  
28 shut down between shifts, on holidays, or weekends, or during work stoppage, without written  
29 permission from the Engineer.

30 The dewatering system shall be monitored continuously while in operation.

31 The dewatering system shall include a means for measuring the quantity of discharge.

32 The quality and quantity of discharge water from the dewatering system shall be in  
33 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

1 than 5 NTU (or by 10 percent where the background turbidity is greater than 50 NTU). The  
2 Contractor will be required to conduct twice daily monitoring of the receiving stream both  
3 upstream and downstream of the inflow point from the project site in order to demonstrate  
4 that the background stream turbidity is not raised by more than 5 NTUs. Water released  
5 into any ditch, swale, or water course shall be at such a rate so as to avoid any downstream  
6 flooding or channel erosion.

7 Pumped water shall not be disposed of in a manner which causes contamination of wells  
8 in the vicinity.

9 Contractor shall inspect downstream portion of storm sewer piping and catch basins prior  
10 to and after discharging water into storm sewer system. Contractor shall measure total  
11 accumulated sand deposits in each catch basin. If additional sand deposit material is  
12 measured after completion of a project dewatering, then Contractor shall remove all  
13 accumulated sand deposits from the stormwater system.

#### 14 E. Terminating Dewatering

15 The pumping equipment shall be operated just prior to complete shutdown in a manner that  
16 will allow the controlled groundwater level to rise gradually to its static level. The release of  
17 groundwater to its static level shall be performed in such a manner as to maintain the  
18 undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill,  
19 and prevent flotation or movement of structures and pipelines.

20 After the dewatering system is deactivated, all vacuum well points, pumped wells, sumps,  
21 and drains shall be removed and the ground shall be restored to a condition better than  
22 or equal to the condition prior to installation of the dewatering system.

23 Contractor shall be or shall employ the services of a licensed water well contractor for well  
24 or well-point decommissioning. The construction and decommissioning of all wells used  
25 in dewatering systems and for monitoring shall comply with Washington State Department  
26 of Ecology requirements (Chapter 173-160 WAC and Chapter 18.104 RCW). Copies of all  
27 Well Decommissioning Reports shall be provided to the Engineer.

28 Well decommissioning shall include at a minimum, pressure injection of a  
29 bentonite/cement grout slurry into the void spaces of the filter pack and removal of the well  
30 casings. After removing the well casings, the Contractor shall top off all holes with a  
31 bentonite/grout and gravel mixture. The Contractor shall ensure that the bentonite or grout  
32 penetrates all of the voids in the gravel pack. After decommissioning, the Contractor shall  
33 restore each decommissioned well site to match the surrounding environment (e.g., grass,  
34 landscape plantings, pavement concrete, unclassified fill, etc.).

35 Streambeds and ditches shall be restored with original or matching materials prior to  
36 restoring flow into the stream channel. Channel slopes disturbed by dewatering or stream  
37 diversion activities are to be stabilized and re-vegetated as shown on the plans.

38 All "normal trench dewatering" work associated with maintaining a trench suitable for  
39 pipeline construction will be incidental and included in the other items of work. "Normal  
40 trench dewatering" is defined as dewatering methods occurring in or directly adjacent to  
41 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**

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 "Dewatering" will be made by lump sum.

## 2-09.5 Payment

Section 2-09.5 is supplemented with the following:

(\*\*\*\*\*)

“Resolution of Utility Conflicts”, as Estimated.

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.

“Dewatering”, per lump sum.

Payment for “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 in accordance with the Contract Documents.

Add the following new section:

(\*\*\*\*\*)

## 2-20 Low-Density Cellular Concrete

### 2-20.1 Description

This work consists of designing, furnishing, and placing Low-density Cellular Concrete, hereafter referred to as LDCC, to the lines, grades, and dimensions designated on the Plans.

#### 2-20.1(1) Definitions

**Low-Density Cellular Concrete (LDCC)** - LDCC is also sometimes referred to as lightweight foamed cement or lightweight, cellular concrete. LDCC is designated as Class 4.

**LDCC Manufacturer** - The manufacturer of the foam agent used to make LDCC.

**LDCC Installer** - The Subcontractor responsible for batching, mixing the LDCC on site, and placing the LDCC in accordance with the Contract documents.

### 2-20.2 Materials

The LDCC Manufacturer shall produce LDCC material that complies with the specifications in Table 1 below.

**TABLE 1 – LDCC PROPERTIES**

| Property                                   | Class 4         | Test Method |
|--------------------------------------------|-----------------|-------------|
| Cast Density (after pumping)               | Maximum 42 pcf  | ASTM C796   |
| Unconfined Compressive Strength at 28 days | Minimum 120 psi | ASTM C495   |

1  
2 **Foaming Agent**

3 The foaming agent from the LDCC Manufacturer shall produce LDCC material that  
4 complies with the specifications in Table 1.  
5

6 **Mixing Water**

7 Mixing water shall be potable and free of deleterious amounts of acids, alkali, salts, oils,  
8 and organic materials which would adversely affect the setting or strength of the cellular  
9 concrete.  
10

11 **Portland Cement**

12 Portland cement shall comply with ASTM C150, Types II, or VI. Pozzolans and other  
13 cementitious materials may be used when approved by the manufacturer of the foaming  
14 agent. Fly ash and natural pozzolans shall comply with ASTM C618. Ground granulated  
15 blast furnace slag shall comply with ASTM C989, grade 100 or 120.  
16

17 **Admixtures**

18 Admixtures for accelerating the set time may be used under the manufacturer's  
19 recommendations. A foaming agent shall be used and tested in accordance with  
20 ASTM C869.  
21

22 **2-20.3 Construction Requirements**

23 **Submittals**

24 **Contractor Qualifications and Field Personnel**

25  
26 LDCC placement shall not start until the Contractor's qualifications are approved by the  
27 Engineer. The Engineer may suspend construction if the Contractor substitutes  
28 unapproved personnel. The Contractor shall be fully liable for the additional costs  
29 resulting from the suspension of work, and no adjustments in Contract time resulting  
30 from the suspension of work will be allowed. A minimum of 30 calendar days prior to the  
31 start of LDCC placement, the Contractor shall submit proof that the following  
32 qualifications are met for the LDCC installer:  
33  
34

- 35 1. The LDCC installer shall be regularly engaged in the production and placement  
36 of the LDCC. This must include the completion of a minimum of five LDCC fill  
37 embankments having a minimum combined value of 10,000 total cubic yards in  
38 the past 5 years. Furthermore, the LDCC material placed shall have been  
39 successfully applied on at least three projects, consisting of mass fills, which  
40 have performed satisfactorily for at least 5 years.  
41 2. The LDCC installer shall be certified and approved in writing by the LDCC  
42 manufacturer.  
43 3. The LDCC installer's foreman shall have a minimum of 2 years of experience in  
44 this work and shall have worked on at least one of the three successful LDCC  
45 projects submitted by the LDCC installer.  
46 4. The LDCC installer shall use adequate numbers of skilled workers who are  
47 thoroughly trained and experienced in the necessary crafts and who are familiar  
48 with the specified requirements and the methods needed for proper performance  
49 of the work noted in this specification.

- 1                   5. The foam agent manufacturer's representative (LDCC manufacturer) shall be  
2 experienced in the placement of LDCC and shall be on site during the initial  
3 startup and when any design or placement methods are changed from what was  
4 used during the initial startup.

5  
6                   **LDCC Quality Control and Placement Plan**

7 A minimum of 35 days before LDCC placement, the Contractor shall submit an LDCC  
8 Quality Control and Placement Plan. Placement of the backfill shall be in accordance  
9 with the information provided in the submitted and approved plan. LDCC production shall  
10 not begin before the plan has been reviewed and accepted by the Engineer. The  
11 submitted plan shall provide, as a minimum, the following elements:

- 12  
13                   1. An organizational chart, including names, telephone numbers, current  
14 certifications and titles, and roles and responsibilities of all those involved with  
15 the quality control program.  
16                   2. The process of communication by which quality control information will be  
17 disseminated to the appropriate persons, including materials suppliers. This shall  
18 include a list of recipients, the communication means that will be used, action  
19 time frames, and report formats.  
20                   3. Materials list of items proposed to be provided under this Section.  
21                   4. Specifications, catalog cuts, and other engineering data needed to demonstrate  
22 compliance with the specified requirements.  
23                   5. Mix designs for the LDCC showing compliance with the specified properties.  
24                   6. Certification of batch, mixing, and placing equipment by the LDCC Manufacturer.  
25                   7. LDCC curing procedures, including methods of protecting samples from  
26 excessive heat or cold.  
27                   8. Type of equipment and tools to be used.  
28                   9. Location of equipment and batching areas.  
29                   10. Proposed construction sequence including lift extents and heights.  
30                   11. Written evidence that LDCC installer is certified by and approved by the LDCC  
31 manufacturer.  
32                   12. A copy of the AASHTO accreditation for the laboratory conducting the  
33 compressive strength testing of the LDCC cylinders under ASTM C495.  
34                   13. Methods for ripping, cutting, or excavating LDCC for purposes of installing  
35 utilities, drainage, or other buried structures.  
36

37                   **Mix Design and Trial Batch and Testing**

38 At least 10 working days plus 28 calendar days prior to placement, the Contractor shall  
39 submit a mix design that will produce a cast density at point of placement and a minimum  
40 compressive strength for the class described. The Contractor shall prepare a trial batch  
41 and perform testing showing that the proposed LDCC material properties comply with  
42 the requirements of this Section.  
43

44                   **Quality Assurance Samples**

45 At least 10 working days plus 28 calendar days prior to placing, the Contractor shall  
46 submit ten each 3-inch diameter by 6-inch high cylinder samples, cured for 28 days, of  
47 the as-designed and tested LDCC to the Engineer. Specimens shall be covered after  
48 casting to prevent loss of moisture and shall not be oven dried. Specimens shall be  
49 cured in a temperature-controlled location to protect them from excessive heat or cold.  
50 At the Engineer's option, the samples may be tested for strength and density in

1 accordance with the requirements of ASTM C495 and ASTM C796, respectively, to  
2 verify the submitted test results and validate the Contractor's testing procedures and  
3 quality of the furnished product. The Contractor shall also submit five samples in special  
4 molds meeting the requirements of ASTM D2434, which may be tested at the Engineer's  
5 option.  
6

## 7 **General Requirements**

8 The Plans delineate the areas to receive LDCC and the LDCC Class required.  
9

## 10 **Placement**

11 LDCC shall be a homogeneous mixture and all materials shall be approved prior to use.  
12

13 LDCC shall be job-site batched, mixed with the foaming agent, and placed with specialized  
14 equipment certified by the LDCC Manufacturer as indicated in the accepted LDCC placement  
15 plan. Cement and water may be premixed and delivered to the job site and foaming agent  
16 added on site.  
17

18 Subgrade to receive LDCC embankment material shall be free of all loose and extraneous  
19 material, uniformly moist, and any excess water standing on the surface shall be removed.  
20

21 Material shall be protected before, during, and after installation, and the LDCC Installer shall  
22 protect the work and materials of other trades. In the event of damage, immediately make  
23 replacements and repairs to the acceptance of the Engineer at no additional cost to the  
24 Contracting Agency.  
25

26 A minimum 12-hour curing period between lifts is required. If ambient temperatures are  
27 anticipated to be below 40 degrees F within 24 hours after placement, the mixing water shall  
28 be heated when approved by the manufacturer of the foaming agent or placement will be  
29 prohibited. The Contractor shall not place LDCC on frozen ground.  
30

31 LDCC shall be placed in lifts not exceeding 36 inches in height unless otherwise  
32 recommended by the LDCC Manufacturer, or approved by the Engineer. Crumbling areas on  
33 the surface of each lift shall be removed and scarified before the next layer is placed. Surface  
34 stepping to achieve grade and super elevation shall be as follows:  
35

- 36 1. **Retaining Walls** - surface stepping under the pavement shall not be less than 5 inches  
37 nor more than 6 inches in thickness.  
38

39 Grades of up to 5 percent may be made by adding a thickening agent to the mix in  
40 conformance with the manufacturer's recommendation. Between lifts, longitudinally scarify  
41 the cellular concrete to an approximate depth of 1/8 inch using a broom or rake prior to  
42 placing the next lift of cellular concrete.  
43

44 Where reinforcing is used to support wall fascia across the LDCC pour, reinforcing shall be  
45 located at least 6 inches away from cold joints.  
46

47 Prior to verification of the minimum specified compressive strength by testing, additional lifts  
48 may be placed after the 12-hour minimum at the Contractor's risk. Material that does not  
49 meet the minimum specified strength within 28 days shall be removed and replaced by the  
50 Contractor at no additional cost to the Contracting Agency.



The discharge hose length shall not exceed 800 feet in length. Move the discharge hose(s) sufficiently to ensure level filling through the specified fill area. Uneven filling is not permitted.

Limit the area of placement to the volume that can be placed within 1 hour, up to the maximum lift height. Stagger placements such that the vertical joints are at least 10 feet apart.

The final surface finish of LDCC shall be within plus or minus 0.1 foot of the elevations shown on the Plans and shall be sloped to promote drainage as indicated on the Plans.

Paving machines, heavy construction equipment, or other unusual loading of the LDCC shall not be permitted until the LDCC has attained the specified 28-day compressive strength.

Sawing or ripping of the LDCC for utilities, underdrain, or other conflicts will be by methods approved by the Engineer. Backfill such cuts and excavations into the LDCC to the original top of LDCC elevation using the same grade of LDCC material that was removed.

## **Quality Control**

### ***Equipment Requirements***

The specialized batching, mixing, and placing equipment shall be automated and certified for the purpose by the LDCC Manufacturer. Bulk cement shall be weighed on a scale which operates within a tolerance of 0.5 percent per batch. Foam shall be added and mixed at the site using the aforementioned equipment.

### ***Required Contractor Testing***

The Contractor is responsible for conducting acceptance testing and providing test results to the Engineer prior to and during the installation of the LDCC.

#### **Cast Density**

Test cast density in accordance with ASTM C796.

Prior to placement of the initial batch, the installer shall check the density and adjust the mix as required to obtain the manufacturer's specified cast density at point of placement.

At hourly intervals during placement, the Contractor shall monitor the density and adjust as necessary to maintain the specified cast density.

#### **Strength Testing**

Conduct strength testing in accordance with ASTM C495 except do not oven dry the test specimens.

The Contractor shall furnish a sufficient quantity of molded and cured cylinders for the Engineer to conduct a strength test in accordance with ASTM C495 for each 500 cubic yards of LDCC placed, or a minimum of three sets of four cylinders each per day.

1 The cellular concrete specimens (cylinders) for compressive strength shall be made  
2 and cured in accordance with ASTM C495. ASTM is revised to report the  
3 compressive strength to the nearest 1 psi in accordance with C495, with the addition  
4 of strength tests at the specified 3- and 7-day intervals. If the cylinder breaks exceed  
5 the specified cellular concrete design strength at 3- or 7-days, the subsequent  
6 compressive strength tests on cylinders from the same group of specimens do not  
7 need to be performed.  
8

9 **Foam Density**

10 Foam density shall be checked twice per day per operating unit by the LDCC  
11 Installer for compliance with the approved submitted mix design.  
12

13 **Laboratory Requirements**

14 The LDCC compressive strength testing shall be performed at an AASHTO accredited  
15 laboratory that has experience in testing cellular concrete.  
16

17 **Acceptance**

18 Cellular Conc. Class 4 will be accepted based on conformance to the requirements of this  
19 Section for cast density and 28-day compressive strength.  
20

21 **2-20.4 Measurement**

22 Measurement for "Low-Density Cellular Conc." will be per cubic yard of in-place material.  
23

24 **2-20.5 Payment**

25 Payment will be made to complete the work described in this Section for each of the following  
26 Bid Items as follows:

27 "Low-Density Cellular Conc.", per cubic yard  
28

29 The Bid Item price for "Low-Density Cellular Conc." shall include all costs for the work described  
30 in this Section required to design, furnish, and construct the LDCC to the limits indicated in the  
31 Plans, including subgrade preparation, forms, LDCC placement, testing, and quality control.  
32 LDCC placed outside the limits indicated on the Plans is at the Contractor's expense.

33 **END OF DIVISION 2**  
34

**Division 4**  
**BASES**

**4-04 BALLAST AND CRUSHED SURFACING**

**4-04.4 Measurement**

Section 4-04.4 is replaced with the following:

(\*\*\*\*\*)

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.

No separate measurement for payment will be made for water used in placing and compacting surfacing materials.

**END OF DIVISION 4**

1

2

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1 **Division 5**  
2 **Surface Treatments and Pavements**

3  
4 **5-04 Hot Mix Asphalt**

5  
6 **5-04.2 Materials**

7  
8 **5-04.2(2) Mix Design – Obtaining Project Approval**

9  
10 Section 5-04.2(2) is supplemented with the following:

11  
12 **(January 3, 2011)**

13 **ESAL's**

14 The number of ESAL's for the design and acceptance of the HMA shall be \*\*\* 45.6 \*\*\*  
15 million.

16  
17 **HMA Tolerances, Specification Limits and Adjustments**

18 The second paragraph of item number 1 of Section 9-03.8(7) is revised to read:

19  
20 (September 8, 2020)

21 These tolerance and specification limits constitute the allowable limits as described in  
22 Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the  
23 control points, except the No. 8 tolerance is  $\pm 4\%$  from the JMF, the No. 200 tolerance is  
24  $\pm 2.0\%$  from the JMF with a minimum of 2% and a maximum of 8.0% passing the No.  
25 200 sieve, other tolerance limits for sieves designated as 100 percent passing will be  
26 99-100.

27  
28 **5-04.3 Construction Requirements**

29  
30 **5-04.3(1) Weather Limitations**

31  
32 The first sentence of Section 5-04.3(1) is revised to read:

33  
34 (August 3, 2009)

35 HMA for wearing course shall not be placed on any travelled way from \*\*\* October 1 \*\*\*  
36 and through March 31st of the following year without written approval from the Engineer.

37  
38 **5-04.3(3) Equipment**

39  
40 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

41  
42 (April 4, 2016)

43 Section 5-04.3(3)D is deleted in its entirety.

44  
45 Section 5-04.3(3)D including title is revised to read:

46  
47 **(August 1, 2011)**

48 **Material Transfer Vehicle**

49 Direct transfer of HMA from the hauling equipment to the paving machine will not  
50 be allowed in the top 0.30-feet of the pavement section of hot mix asphalt (HMA)

1 used in traffic lanes with a depth of 0.08-feet or greater. A material transfer vehicle  
2 (MTV) shall be used to deliver the HMA from the hauling equipment to the paving  
3 machine. HMA placed in irregularly shaped and minor areas such as road  
4 approaches, tapers, and turn lanes are excluded from this requirement.

5  
6 The MTV shall mix the HMA after delivery by the hauling equipment and prior to lay  
7 down by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
8 uniform temperature throughout the mixture.  
9

#### 10 **5-04.3(10) HMA Compaction Acceptance**

11  
12 The column in Table 14 of Section 5-04.3(10), titled "Statistical Evaluation of HMA  
13 Compaction is Required for", is supplemented with the following:  
14

15 (April 3, 2017)

- 16 • Any HMA for which the specified course thickness is greater than 0.10 feet and the  
17 HMA is placed in the shoulder.  
18

#### 19 **5-04.3(13) Surface Smoothness**

20  
21 The second sentence of Section 5-04.3(13) is revised to read:  
22

23 (January 5, 2004)

24 The completed surface of the wearing course shall not vary more than 1/4 inch from the  
25 lower edge of a 10-foot straightedge placed on the surface parallel to centerline.  
26

#### 27 **5-04.3(14) Planing Bituminous Pavement**

28  
29 Section 5-04.3(14) is supplemented with the following:  
30

31 (January 5, 2004)

32 The Contractor shall perform the planing operations no more than \*\*\* 5 \*\*\* calendar days  
33 ahead of the time the planed area is to be paved with HMA, unless otherwise allowed  
34 by the Engineer in writing.  
35

36 (January 5, 2004)

37 At the start of the planing operation the Contractor shall plane a 500 foot test section to  
38 be evaluated by the Engineer for compliance with the surface tolerance requirements.  
39 The test section shall have a minimum width of 10 feet. If the planing is in accordance  
40 with the surface tolerance requirements, the Contractor may begin production planing.  
41 If the planing is not in conformance with the surface tolerance requirements, the  
42 Contractor shall make adjustments to the planing operation and then plane another test  
43 section.  
44

45 If at any time during the planing operation the Engineer determines the required surface  
46 tolerance is not being achieved, the Contractor shall stop planing. Planing shall not  
47 resume until the Engineer is satisfied that specification planing can be produced or until  
48 successful completion of another test section. The forward speed during production  
49 planing shall not exceed the speed used for the test section.  
50

1 The completed surface after planing and prior to paving shall not vary more than 1/4 inch  
2 from the lower edge of a 10-foot straightedge placed on the surface parallel or transverse  
3 to the centerline. The planed surface shall have a matted texture and the difference  
4 between the high and low of the matted surface shall not exceed 1/8 inch.

5  
6 Pavement repair operations, when required, shall be accomplished prior to planing.

7  
8 **(August 3, 2009)**

9 **Beveled Edge Planing**

10 A beveled edge shall be constructed in areas that will not be paved during the same  
11 work shift.

12  
13 The Contractor shall use a beveled cutter on the mandrel of the planing equipment, or  
14 other approved method(s), to eliminate the vertical edge(s). The beveled edge(s) shall  
15 be constructed at a 4:1 slope.

16  
17 **5-04.5 Payment**

18  
19 Section 5-04.5 is supplemented with the following:

20  
21 (November 3, 2025)

22 "Smoothness Compliance Adjustment" by calculation.

23  
24 **Smoothness Compliance Adjustments**

25  
26 Smoothness Compliance Adjustments will be based on the requirements in Section  
27 5-04.3(13) and the following calculations:

- 28  
29 1. Final IRI acceptance and incentive/disincentive payments for pavement  
30 smoothness will be calculated on an IRI value per 0.10 mile in accordance with  
31 the price adjustment schedule.  
32  
33 a. For sections of a lane that are a minimum of 0.01 mile and less than 0.10  
34 mile, the price adjustment will be calculated using the average of the 0.01  
35 mile IRI values and the price adjustment prorated for the length of the  
36 section.  
37  
38 b. For bridges, approach slabs and 0.02 miles on either side the price  
39 adjustment will be calculated independently from other measured lanes.  
40  
41 c. IRI values per 0.01 miles that were measured prior to corrective work will  
42 be included in the 0.10 mile price adjustment for sections with corrective  
43 work.  
44  
45 2. A smoothness compliance adjustment will be calculated in the sum of minus  
46 \$250.00 for each and every section of single traffic lane 0.01 miles in length in  
47 that does not meet the 10-foot straight edge requirements in Section 5-04.3(13).

48  
49 The price adjustment schedule for this contract shall be \*\*\* Schedule 1 \*\*\*.

**Price Adjustment Schedule**

| IRI for<br>each 0.10<br>mi. section | Pay<br>Adjustment<br>Schedule 1 | Pay<br>Adjustment<br>Schedule 2 | Pay<br>Adjustment<br>Schedule 3 |
|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| in. / mi.                           | \$ / 0.10 mi.                   | \$ / 0.10 mi.                   | \$ / 0.10 mi.                   |
| < 30                                | 600                             | 600                             | 600                             |
| 30                                  | 600                             | 600                             | 600                             |
| 31                                  | 580                             | 580                             | 580                             |
| 32                                  | 560                             | 560                             | 560                             |
| 33                                  | 540                             | 540                             | 540                             |
| 34                                  | 520                             | 520                             | 520                             |
| 35                                  | 500                             | 500                             | 500                             |
| 36                                  | 480                             | 480                             | 480                             |
| 37                                  | 460                             | 460                             | 460                             |
| 38                                  | 440                             | 440                             | 440                             |
| 39                                  | 420                             | 420                             | 420                             |
| 40                                  | 400                             | 400                             | 400                             |
| 41                                  | 380                             | 380                             | 380                             |
| 42                                  | 360                             | 360                             | 360                             |
| 43                                  | 340                             | 340                             | 340                             |
| 44                                  | 320                             | 320                             | 320                             |
| 45                                  | 300                             | 300                             | 300                             |
| 46                                  | 280                             | 280                             | 280                             |
| 47                                  | 260                             | 260                             | 260                             |
| 48                                  | 240                             | 240                             | 240                             |
| 49                                  | 220                             | 220                             | 220                             |
| 50                                  | 200                             | 200                             | 200                             |
| 51                                  | 180                             | 180                             | 180                             |
| 52                                  | 160                             | 160                             | 160                             |
| 53                                  | 140                             | 140                             | 140                             |
| 54                                  | 120                             | 120                             | 120                             |
| 55                                  | 100                             | 100                             | 100                             |
| 56                                  | 80                              | 80                              | 80                              |
| 57                                  | 60                              | 60                              | 60                              |
| 58                                  | 40                              | 40                              | 40                              |
| 59                                  | 20                              | 20                              | 20                              |
| 60                                  | 0                               | 0                               | 0                               |
| 61                                  | 0                               | 0                               | 0                               |
| 62                                  | 0                               | 0                               | 0                               |
| 63                                  | 0                               | 0                               | 0                               |
| 64                                  | 0                               | 0                               | 0                               |
| 65                                  | 0                               | 0                               | 0                               |
| 66                                  | -20                             | 0                               | 0                               |
| 67                                  | -40                             | 0                               | 0                               |
| 68                                  | -60                             | 0                               | 0                               |
| 69                                  | -80                             | 0                               | 0                               |
| 70                                  | -100                            | 0                               | 0                               |
| 71                                  | -120                            | 0                               | 0                               |



| IRI for<br>each 0.10<br>mi. section<br>in. / mi. | Pay<br>Adjustment<br>Schedule 1<br>\$ / 0.10 mi. | Pay<br>Adjustment<br>Schedule 2<br>\$ / 0.10 mi. | Pay<br>Adjustment<br>Schedule 3<br>\$ / 0.10 mi. |
|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| 72                                               | -140                                             | 0                                                | 0                                                |
| 73                                               | -160                                             | 0                                                | 0                                                |
| 74                                               | -180                                             | 0                                                | 0                                                |
| 75                                               | -200                                             | 0                                                | 0                                                |
| 76                                               | -220                                             | -20                                              | 0                                                |
| 77                                               | -240                                             | -40                                              | 0                                                |
| 78                                               | -260                                             | -60                                              | 0                                                |
| 79                                               | -280                                             | -80                                              | 0                                                |
| 80                                               | -300                                             | -100                                             | 0                                                |
| 81                                               | -320                                             | -120                                             | 0                                                |
| 82                                               | -340                                             | -140                                             | 0                                                |
| 83                                               | -360                                             | -160                                             | 0                                                |
| 84                                               | -380                                             | -180                                             | 0                                                |
| 85                                               | -400                                             | -200                                             | 0                                                |
| 86                                               | -420                                             | -220                                             | 0                                                |
| 87                                               | -440                                             | -240                                             | 0                                                |
| 88                                               | -460                                             | -260                                             | 0                                                |
| 89                                               | -480                                             | -280                                             | 0                                                |
| 90                                               | -500                                             | -300                                             | 0                                                |
| 91                                               | -520                                             | -320                                             | 0                                                |
| 92                                               | -540                                             | -340                                             | 0                                                |
| 93                                               | -560                                             | -360                                             | 0                                                |
| 94                                               | -580                                             | -380                                             | 0                                                |
| 95                                               | -600                                             | -400                                             | 0                                                |
| 96                                               | -620                                             | -420                                             | 0                                                |
| 97                                               | -640                                             | -440                                             | 0                                                |
| 98                                               | -660                                             | -460                                             | 0                                                |
| 99                                               | -680                                             | -480                                             | 0                                                |
| 100                                              | -700                                             | -500                                             | 0                                                |
| 101                                              | -720                                             | -520                                             | 0                                                |
| 102                                              | -740                                             | -540                                             | 0                                                |
| 103                                              | -760                                             | -560                                             | 0                                                |
| 104                                              | -780                                             | -580                                             | 0                                                |
| 105                                              | -800                                             | -600                                             | 0                                                |
| 106                                              | -820                                             | -620                                             | 0                                                |
| 107                                              | -840                                             | -640                                             | 0                                                |
| 108                                              | -860                                             | -660                                             | 0                                                |
| 109                                              | -880                                             | -680                                             | 0                                                |
| 110                                              | -900                                             | -700                                             | 0                                                |
| 111                                              | -920                                             | -720                                             | 0                                                |
| 112                                              | -940                                             | -740                                             | 0                                                |
| 113                                              | -960                                             | -760                                             | 0                                                |
| 114                                              | -980                                             | -780                                             | 0                                                |
| 115                                              | -1000                                            | -800                                             | 0                                                |

| IRI for<br>each 0.10<br>mi. section | Pay<br>Adjustment<br>Schedule 1 | Pay<br>Adjustment<br>Schedule 2 | Pay<br>Adjustment<br>Schedule 3 |
|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| in. / mi.                           | \$ / 0.10 mi.                   | \$ / 0.10 mi.                   | \$ / 0.10 mi.                   |
| 116                                 | -1020                           | -820                            | 0                               |
| 117                                 | -1040                           | -840                            | 0                               |
| 118                                 | -1060                           | -860                            | 0                               |
| 119                                 | -1080                           | -880                            | 0                               |
| 120                                 | -1100                           | -900                            | 0                               |
| 121                                 | -1120                           | -920                            | 0                               |
| 122                                 | -1140                           | -940                            | 0                               |
| 123                                 | -1160                           | -960                            | 0                               |
| 124                                 | -1180                           | -980                            | 0                               |
| ≥125                                | -1200                           | -1000                           | 0                               |

**(January 13, 2021)**

**Asphalt Cost Price Adjustment**

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. \_\_\_\_ PG \_\_\_\_”

“HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_”

“HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_”

“HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_”

“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: <https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/payments-reporting/asphalt-binder-reference-cost>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then

Asphalt Cost Price Adjustment =

(Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then  
Asphalt Cost Price Adjustment =  
(Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: **Current Reference Cost** is selected from the website table based on the  
“Date Effective” that immediately precedes the current month’s progress  
estimate end date. For work completed after all authorized working days  
are used, the adjustment will be based on the posted reference cost during  
which contract time was exhausted.

**Base Cost** is selected from the website table based on the “Date Effective”  
that immediately precedes the contract bid opening date, and shall be a  
constant for all monthly adjustments.

**Q** = total tons of all classes of HMA paid in the current month’s progress  
payment.

“Asphalt Cost Price Adjustment”, by calculation.

“Asphalt Cost Price Adjustment” will be calculated and paid for as described in this section.  
For the purpose of providing a common proposal for all bidders, the Contracting Agency has  
entered an amount in the proposal to become a part of the total bid by the Contractor.

## **5-05 Cement Concrete Pavement**

### **5-05.1 Description**

Section 5-05.1 is supplemented with the following:

(August 6, 2012)

This Work consists of furnishing and placing pigmented, textured, or textured and pigmented  
cement concrete pavement at the locations and depth as shown in the Plans.

### **5-05.2 Materials**

Section 5-05.2 is supplemented with the following:

(\*\*\*\*\*)

Pigment color for cement concrete pavement shall be one chosen from the manufacturers  
and colors listed below:

\*\*\* Davis Colors – “Dark Gray (iron oxide) 860”, Increte Systems – “Dark Gray”,  
Solomon Colors – Onyx 920” \*\*\*

The release agent and pigment shall be incorporated in accordance with the manufacturer’s  
recommendations.

### 5-05.3 Construction Requirements

Section 5-05.3 is supplemented with the following:

**(August 6, 2012)**

#### **Pigmented Cement Concrete**

Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

The Contractor shall provide a 2 foot by 2 foot sample panel, that has been cured a minimum seven days, showing the color of cement concrete to the Engineer for acceptance before placing any pigmented cement concrete pavement.

**(August 6, 2012)**

#### **Textured Cement Concrete**

Textured cement concrete pavement pattern shall be one chosen from the manufacturers and patterns listed below:

\*\*\* Increte Systems, Inc. – “Ashlar Slate”, Renew Crete Systems – “Royal Ashlar”, Bomanite – “Flagstone”, Bromanite – “Running Bond Cobblestone”, Brickform – “Pennsylvania Cobble-Sanded Joint” TM820, Increte Systems, Inc. – “Euro Cobble Running Bond” SECR S001, Matcrete – “Large Cobblestone” P-16, Renew-Crete Systems – “London Cobblestone”, Scofield – “Old Belgium Stone: Running Bond” 4530\*\*\*

A mat or stamp shall be used to imprint the pattern into the concrete surface.

Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

(\*\*\*\*\*)

#### **Sealer for Concrete Pavement**

Sealer shall be applied to the surface of the concrete truck aprons. All curing agents and form release agents shall be removed. The surface shall be dry, clean and prepared in accordance with the manufacturer's written instructions. The Contractor shall submit four copies of the manufacturer's written instructions.

The sealer shall be applied in accordance with the manufacturer's written instructions for application.

### **5-05.3(1) Concrete Mix Design for Paving**

Section 5-05.3(1) is supplemented with the following:

(November 20, 2023 WSDOT GSP Option 2)

#### **Aggregate for Textured Cement Concrete Pavement**

Fine aggregate and coarse aggregate shall be a combined gradation in accordance with Section 9-03.1(5) and have a nominal maximum aggregate size equal to ½-inch, ¾-inch, 1-inch, or 1-½-inch sieve.

1 The Contractor shall select the nominal maximum aggregate size that allows the specified  
2 textured cement concrete pavement pattern to be imprinted into the concrete surface to the  
3 depth specified for the textured pattern. If the textured cement concrete pattern is  
4 unsatisfactory, the Contractor shall remove and replace the concrete pavement at no  
5 expense to the Contracting Agency.

6  
7 **5-05.3(12) Surface Smoothness**

8 The third paragraph of Section 5-05.3(12) is replaced with the following:  
9

10 (January 7, 2019)

11 Operate the inertial profiler in accordance with AASHTO R 57. Collect two longitudinal  
12 traces, one in each wheel path. Collect profile data in a continuous pass including areas  
13 excluded from pay adjustments for each section paved. The Contractor shall determine  
14 when each section is to be tested except that the minimum length to be tested shall be  
15 528 feet unless accepted by the Engineer. Where a completed section of concrete  
16 pavement abuts a segment to be completed later in the project, the 50 feet adjacent to  
17 uncompleted section shall be included in the testing and incentive/disincentive for the  
18 uncompleted segment. Provide seven calendar days notice to the Engineer prior to  
19 testing.  
20

21 **Opening to Traffic**

22 Section 5-05.3(17) is revised as follows:  
23

24 (\*\*\*\*\*)

25 The pavement may be opened to traffic when concrete has developed a compression  
26 strength of 3,000 psi as determined from cylinders, made at the time of placement, cured  
27 under comparable conditions, and tested in accordance with AASHTO T 22.  
28

29 **5-05.4 Measurement**

30 Section 5-05.4 is supplemented with the following:  
31

32 (August 6, 2012)

33 Pigmented, textured, or textured and pigmented cement concrete pavement will be  
34 measured by the square yard placed.  
35

36 (\*\*\*\*\*)

37 Pigmented, textured, or textured and pigmented commercial concrete will be measured by  
38 the square yard placed.  
39

40 **5-05.5 Payment**

41 Section 5-05.5 is supplemented with the following:  
42

43 (\*\*\*\*\*)

44 "Textured Commercial Conc. For Buffer", per square yard.  
45

46 The unit Contract price per square yard for Textured Commercial Conc. Buffer shall be full  
47 pay for all costs incurred to perform the Work in this Specification.  
48

49 "Textured Commercial Conc. For Splitter Island", per square yard.  
50

1 The unit Contract price per square yard for Textured Commercial Conc. Splitter Island shall  
2 be full pay for all costs incurred to perform the Work in this Specification.

3  
4 “Textured Cement Conc. Pavement Class 4000 For Truck Apron”, per square yard.

5  
6 The unit Contract price per square yard for Textured Cement Conc. Pavement Class 4000  
7 For Truck Apron shall be full pay for all costs incurred to perform the Work in this  
8 Specification.

9  
10 **5-05.5(1) Pavement Thickness**

11  
12 (\*\*\*\*\*)

13 Section 5-05.5(1) is deleted in its entirety.

14 **END OF DIVISION 5**  
15

1 **Division 6**  
2 **Structures**

3  
4 **6-01 General Requirements for Structures**

5  
6 **6-01.5 Work Access and Temporary Structures**

7  
8 Section 6-01.5 is re-titled and revised to read:

9  
10 **(April 1, 2019)**

11 **Work Access**

12 The Contractor shall construct work access to accommodate all work within the wetted  
13 perimeter, or vertically above the sensitive area, of \*\*\*Coho Creek\*\*\*, as shown in the plans  
14 or staked by the Engineer. The Contractor shall construct and remove the work access in  
15 accordance with all environmental regulations and permits, including those specified in  
16 Sections 1-07.5 and 1-07.6.

17  
18 **Submittals**

19 The Contractor shall submit Type 2 Working Drawings of the work access, except that if  
20 the Contractor chooses an access alternative using a work trestle structure, the Working  
21 Drawings shall be Type 2E. The Contractor shall design the work access structure to  
22 withstand all applicable loads in accordance with accepted design codes. The  
23 Contractor shall specify the design code(s) in the design calculations and working  
24 drawings.

25  
26 The Contractor shall include information with the work access submittal on the  
27 construction equipment that will use the work access. The Contractor shall specify the  
28 type and model of construction equipment to be used, and shall include equipment  
29 catalogue cuts with capacities and geometry. The Contractor shall include anticipated  
30 wheel or track loads, axle spacings, outrigger geometry and reactions, crane pick angles  
31 and reach, and other equipment details.

32  
33 **(April 6, 2015)**

34 **Payment**

35 Payment will be made in accordance with Section 1-09.3 for the following bid item:

36  
37 "Work Access - \_\_\_\_", per lump sum.

38  
39 **6-02 Concrete Structures**

40  
41 **6-02.2 Materials**

42  
43 Section 6-02.2 is supplemented with the following:

44  
45 **(September 8, 2020)**

46 **Epoxy Bonding Agent For Surfaces And For Steel Reinforcing Bar Dowels**

47 Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy  
48 bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified  
49 in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended  
50 by the resin manufacturer.

1  
2 **Bridge Supported Utilities**  
3

4 (June 26, 2000)

5 Inserts shall be of the type and model specified in the Plans. Inserts shall be galvanized in  
6 accordance with AASHTO M 111.  
7

8 (September 3, 2019)

9 Hanger rods, and associated nuts and washers, shall conform to Section 9-06.5(1), and shall  
10 be galvanized in accordance with ASTM F2329.  
11

12 Steel bars and plates shall conform to ASTM A 36 and shall be galvanized in accordance  
13 with AASHTO M 111.  
14

15 (September 3, 2019)

16 Horizontal strut bolts or threaded rods, and associated nuts and washers, shall conform to  
17 Section 9-06.5(1), and shall be galvanized in accordance with ASTM F2329.  
18

19 Pre-formed fabric pads shall be composed of multiple layers of duck, impregnated and bound  
20 with high quality oil resistant synthetic rubber, compressed into resilient pads. The pre-  
21 formed fabric pads shall conform to latest edition of MIL C 882 and the following  
22 requirements. The number of plies shall be as required to produce the specified thickness,  
23 after compression and vulcanizing.  
24

25 Pre-formed fabric pads shall have a shore A hardness of 90±5 in accordance with  
26 ASTM D 2240.  
27

28 Pre-formed fabric pads for bridge utility supports will be accepted based on the  
29 Manufacturer's Certificate of Compliance that the material furnished conforms to these  
30 specifications.  
31

32 (June 26, 2000)

33 Pipe rolls or pipe saddles shall be of the type and model specified in the Plans.  
34

35 **6-02.3 Construction Requirements**  
36

37 Section 6-02.3 is supplemented with the following:  
38

39 **Bridge Supported Utilities**  
40

41 (August 3, 2015)

42 The Contractor shall furnish and install inserts for the bridge utility supports as shown in the  
43 Plans. The Contractor shall verify that the hanger rods freely hang plumb in their inserts, and  
44 shall make adjustments to the inserts as necessary and as accepted by the Engineer prior  
45 to utility installation.  
46

47 (June 26, 2000)

48 The Contractor shall furnish and install the bridge utility supports, and the utility pipe or  
49 conduit pipe, as shown in the Plans.  
50



1       **6-02.3(14) Finishing Concrete Surfaces**

2  
3       **6-02.3(14)C Pigmented Sealer for Concrete Surfaces**

4  
5       Section 6-02.3(14)C is supplemented with the following:

6  
7           (April 6, 2009)

8           The color of the pigmented sealer shall be Washington Gray.

9  
10      **6-02.4 Measurement**

11  
12      Section 6-02.4 is supplemented with the following:

13  
14      (September 8, 2020)

15      \*\*\* Superstructure – Coho Creek Bridge\*\*\* contains the following approximate quantities of  
16      materials and work:

17

|                                             |         |        |
|---------------------------------------------|---------|--------|
| 18          *** Epoxy-Coated St., Reinf Bar | 119,200 | LB     |
| 19          St. Reinf. Bar                  | 5650    | LB     |
| 20          Conc Class 4000D                | 306     | CY     |
| 21          Conc. Class 4000                | 110     | CY     |
| 22          Elastomeric Bearing Pad         | 20      | EA     |
| 23          Elastomeric Transverse Stop Pad | 40      | EA *** |

24

25      The quantities are listed only for the convenience of the Contractor in determining the volume  
26      of work involved and are not guaranteed to be accurate. The prospective bidders shall verify  
27      these quantities before submitting a bid. No adjustments other than for accepted changes  
28      will be made in the lump sum Contract price for \*\*\* Superstructure – Coho Creek Bridge \*\*\*  
29      even though the actual quantities required may deviate from those listed.

30  
31      **(June 26, 2000)**

32      **Bridge Supported Utilities**

33      All costs in connection with placing \*\*\* four – 2 inch diameter conduits, sixteen - 4 inch  
34      diameter conduits, and 10 inch casing for the 6 inch gas line, beneath the bridge approach  
35      slabs and \*\*\* through the superstructure of \*\*\* Coho Creek Bridge\*\*\* as shown in the Plans,  
36      including all \*\*\* conduit pipe and sleeves, threaded rods, bars and plates, pipe rolls and  
37      braces \*\*\* , shall be included in the \*\*\* lump sum contract price for Superstructure – Coho  
38      Creek Bridge. \*\*\*

## 6-06 Bridge Railings

### 6-06.1 Description

Section 6-06.1 is supplemented with the following:

(\*\*\*\*\*)

This work also consists of providing and building pedestrian handrail on sidewalks

### 6-06.2 Materials

Section 6-06.2 is supplemented with the following:

(\*\*\*\*\*)

### 6-06.3 Construction Requirements

Section 6-06.3 is supplemented with the following:

(\*\*\*\*\*)

Pedestrian railings constructed on the back of sidewalks shall be as indicated in the plans.

### ***Metal Railings***

(\*\*\*\*\*)

#### **Bridge Railing Type Decorative**

The Bridge Railing Type Decorative shall consist of bridge railing with a tribal art insert as shown in the Plans. The Contractor shall fabricate an additional four Modified Bridge Railing sections including an additional four tribal art inserts that will remain the property of the Contracting Agency. The four railing sections not erected with the bridge will be used for future maintenance replacement on this bridge only and will not be used on any other project. The Contractor shall package the four additional bridge railing sections in rigid palletted packaging to protect the finish during delivery and long term storage. The Contractor shall deliver the four railing sections not erected with the bridge to a location specified by the Engineer.

The Contractor shall be responsible for coordinating the final aesthetic design of the bridge rail with the Contracting Agency, Engineer, Design Team Representative, and the Project Artist

### 6-06.4 Measurement

Section 6-06.4 is supplemented with the following:

(\*\*\*\*\*)

"Pedestrian Handrail" shall be measured by the linear foot of completed railing along the ground line, includes all posts and fixtures.

(\*\*\*\*\*)

"Bridge Railing Type Decorative Railing" will be measured by the linear foot in place along the line at the base of the completed railing.

## 6-06.5 Payment

Section 6-06.5 is supplemented with the following:

(\*\*\*\*\*)

“Pedestrian Handrail”, per linear foot.

Payment for clearing of fence line for “Pedestrian Handrail” shall be in accordance with Section 2-01.5.

(\*\*\*\*\*)

“Bridge Railing Type Decorative Railing”, per linear foot.

The bridge railing color shall match Hex-Number 660808. All exposed surfaces of the bridge railing system including but not limited to rails, panels, plates and connection hardware shall be colored to match Hex-Number 660808. Samples of each of the painted railing components shall be approved by the Engineer prior to installation on the project.

The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

The Contractor shall provide a full-sized, mock-up bridge railing section as per the plans and details. The Contractor shall schedule a review of the sample bridge railing mock-up with the Contracting Agency, Engineer, Design Team Representative and the Project Artist for acceptance. The mock-up is to remain in place throughout the term of the project and shall be used as a reference standard for quality at a location specified by the Engineer. The manufacturer of the bridge railing shall certify that the design will not be reproduced for any other use without the express written permission of the Tulalip Tribes.

## 6-13 Structural Earth Walls

### 6-13.2 Materials

Section 6-13.2 is supplemented with the following:

**(February 6, 2023)**

#### **Precast Concrete Panel Faced Structural Earth Wall Materials**

##### **General Materials**

##### **Concrete Leveling Pad**

Leveling pad concrete shall be commercial concrete in accordance with Section 6-02.3(2)B.

##### **Proprietary Materials**

##### **ARES Modular Panel Wall System**

##### **Tensar Geogrid Materials**

Geogrid reinforcement shall conform to Section 9-33.1 and shall be a product listed in Appendix D of the current WSDOT Qualified Products List (QPL). The values of  $T_{al}$  and  $T_{ult}$  as listed in the QPL for the products used shall meet or

1 exceed the values required for the wall manufacturer's reinforcement design  
2 as specified in the structural earth wall design calculation and working drawing  
3 submittal.  
4

5 The minimum ultimate tensile strength of the geogrid shall be a minimum  
6 average roll value (the average test results for any sampled roll in a lot shall  
7 meet or exceed the values shown in Appendix D of the current WSDOT QPL).  
8 The strength shall be determined in accordance with ASTM D6637 for multi-rib  
9 specimens.  
10

11 The ultraviolet (UV) radiation stability, in accordance with ASTM D4355, shall  
12 be a minimum of 70 percent strength retained after 500 hours in the  
13 weatherometer.  
14

15 The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel to  
16 the wall or slope face) ribs that make up the geogrid shall be perpendicular to  
17 one another. The maximum deviation of the cross-rib from being perpendicular  
18 to the longitudinal rib (skew) shall be no more than 1 inch in 5 feet of geogrid  
19 width. The maximum deviation of the cross-rib at any point from a line  
20 perpendicular to the longitudinal ribs located at the cross-rib (bow) shall be 0.5  
21 inches.  
22

23 The Engineer will take random samples of the geogrid materials at the job site.  
24 Approval of the geogrid materials will be based on testing of samples from each  
25 lot. A "lot" shall be defined as all geogrid rolls sent to the project site produced  
26 by the same manufacturer during a continuous period of production at the same  
27 manufacturing plant having the same product name. The Contracting Agency  
28 will require 14 calendar days maximum for testing the samples after their arrival  
29 at the WSDOT Materials Laboratory in Tumwater, WA.  
30

31 The geogrid samples will be tested for conformance to the specified material  
32 properties. If the test results indicate that the geogrid lot does not meet the  
33 specified properties, the roll or rolls which were samples will be rejected. Two  
34 additional rolls for each roll tested which failed from the lot previously tested  
35 will then be selected at random by the Engineer for sampling and retesting. If  
36 the retesting shows that any of the additional rolls tested do not meet the  
37 specified properties, the entire lot will be rejected. If the test results from all the  
38 rolls retested meet the specified properties, the entire lot minus the roll(s) which  
39 failed will be accepted.  
40

41 All geogrid materials which have defects, deterioration, or damage, as  
42 determined by the Engineer, will be rejected. All rejected geogrid materials shall  
43 be replaced at no expense to the Contracting Agency.  
44

45 Except as otherwise noted, geogrid identification, storage and handling shall  
46 conform to the requirements specified in Section 2-12.2. The geogrid materials  
47 shall not be exposed to temperatures less than -20F and greater than 122F.  
48

49 Rubber bearing pads shall be a type and grade as recommended by Tensar Earth  
50 Technologies, Inc.

Geosynthetic joint cover for all horizontal and vertical joints shall be a non-woven geosynthetic as recommended by Tensar Earth Technologies, Inc. Adhesive used to attach the geosynthetic to the rear of the precast concrete facing panel shall be as recommended by Tensar Earth Technologies, Inc.

#### **Reinforced Earth Wall**

Reinforcing strips shall be shop fabricated from hot rolled steel conforming to ASTM A572 Grade 65 or approved equal and shall be galvanized after fabrication in accordance with AASHTO M 111. Damage to the galvanizing shall be repaired with one coat of paint conforming to Section 9-08.1(2)B.

Bolts and nuts shall conform to Section 9-06.5(3) and shall be galvanized in accordance with ASTM F2329.

Rubber bearing pads shall be a type and grade as recommended by the Reinforced Earth Company.

Vertical joint filler between panels, when specified in the structural earth wall working drawings, shall be two-inch square, flexible open cell polyether foam strips, Grade UU-34, as recommended by the Reinforced Earth Company.

Filter fabric joint cover for all horizontal and vertical joints, when specified in the structural earth wall working drawings, shall be a pervious woven polypropylene filter fabric as recommended by the Reinforced Earth Company. Adhesive used to attach the fabric material to the rear of the precast concrete facing panel shall be as recommended by the Reinforced Earth Company.

#### **MSE Plus Wall**

Pins connecting the soil reinforcing mesh to the precast concrete panels shall conform to AASHTO M 336, plain wire, and shall be galvanized after fabrication in accordance with AASHTO M 111. Damage to the galvanizing shall be repaired with one coat of paint conforming to Section 9-08.1(2)B.

Bearing pads shall be serrated high-density polyethylene (HDPE) copolymer pads as recommended by SSL, LLC.

Filter fabric joint cover for all horizontal and vertical joints shall be non-woven geosynthetic conforming to AASHTO M 288. Adhesive used to bond the geosynthetic to the rear of the precast concrete facing panel shall be as recommended by SSL, LLC.

**(August 3, 2015)**

#### **Lock + Load Retaining Wall System**

Stainless steel wire and wire rods shall conform to ASTM A 580.

Stainless steel bars, plates and shapes shall conform to ASTM A 276 Type 304.

The maximum particle size of the backfill material within 1'-6" of the back face of the precast concrete facing panel shall not exceed 3/4 inches.

1  
2 (January 2, 2018)

3 **Concrete Block Faced Structural Earth Wall Materials**

4 **General Materials**

5 **Concrete Block**

6 Acceptability of the blocks will be determined based on the following:

- 7
- 8 1. Visual inspection.
  - 9
  - 10 2. Compressive strength tests, conforming to Section 6-13.3(4).
  - 11
  - 12 3. Water absorption tests, conforming to Section 6-13.3(4).
  - 13
  - 14 4. Manufacturer's Certificate of Compliance in accordance with
  - 15 Section 1-06.3.
  - 16
  - 17 5. Freeze-thaw tests conducted on the lot of blocks produced for use in this
  - 18 project, as specified in Section 6-13.3(4).
  - 19
  - 20 6. Copies of results from tests conducted on the lot of blocks produced for
  - 21 this project by the concrete block fabricator in accordance with the quality
  - 22 control program required by the structural earth wall manufacturer.
  - 23

24 The blocks shall be considered acceptable regardless of curing age when

25 compressive test results indicate that the compressive strength conforms to the 28-

26 day requirements, and when all other acceptability requirements specified above

27 are met.

28

29 Testing and inspection of dry cast concrete blocks shall conform to ASTM C 140,

30 and shall include block fabrication plant approval by WSDOT prior to the start of

31 block production for this project.

32

33 **Mortar**

34 Mortar shall conform to ASTM C 270, Type S, with an integral water repellent

35 admixture as accepted by the Engineer. The amount of admixture shall be as

36 recommended by the admixture manufacturer. To ensure uniform color, texture,

37 and quality, all mortar mix components shall be obtained from one manufacturer for

38 each component, and from one source and producer for each aggregate.

39

40 **Geosynthetic Soil Reinforcement**

41 Geogrid reinforcement shall conform to Section 9-33.1, and shall be a product listed

42 in Appendix D of the current WSDOT Qualified Products List (QPL). The values of

43  $T_{ai}$  and  $T_{ult}$  as listed in the QPL for the products used shall meet or exceed the values

44 required for the wall manufacturer's reinforcement design as specified in the

45 structural earth wall design calculation and working drawing submittal.

46

47 The minimum ultimate tensile strength of the geogrid shall be a minimum average

48 roll value (the average test results for any sampled roll in a lot shall meet or exceed

49 the values shown in Appendix D of the current WSDOT QPL). The strength shall

50 be determined in accordance with ASTM D 6637, for multi-rib specimens.

The ultraviolet (UV) radiation stability, in accordance with ASTM D 4355, shall be a minimum of 70 percent strength retained after 500 hours in the weatherometer.

The longitudinal (i.e., in the direction of loading) and transverse (i.e., parallel to the wall or slope face) ribs that make up the geogrid shall be perpendicular to one another. The maximum deviation of the cross-rib from being perpendicular to the longitudinal rib (skew) shall be no more than 1 inch in 5 feet of geogrid width. The maximum deviation of the cross-rib at any point from a line perpendicular to the longitudinal ribs located at the cross-rib (bow) shall be 0.5 inches.

The gap between the connector and the bearing surface of the connector tab cross-rib shall not exceed 0.5 inches. A maximum of 10 percent of connector tabs may have a gap between 0.3 inches and 0.5 inches. Gaps in the remaining connector tabs shall not exceed 0.3 inches.

The Engineer will take random samples of the geogrid materials at the job site. Acceptance of the geogrid materials will be based on testing of samples from each lot. A "lot" shall be defined as all geogrid rolls sent to the project site produced by the same manufacturer during a continuous period of production at the same manufacturing plant having the same product name. The Contracting Agency will require 14 calendar days maximum for testing the samples after their arrival at the WSDOT Materials Laboratory in Tumwater, WA.

The geogrid samples will be tested for conformance to the specified material properties. If the test results indicate that the geogrid lot does not meet the specified properties, the roll or rolls which were sampled will be rejected. Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the specified properties, the entire lot will be rejected. If the test results from all the rolls retested meet the specified properties, the entire lot minus the roll(s) which failed will be accepted.

All geogrid materials which have defects, deterioration, or damage, as determined by the Engineer, will be rejected. All rejected geogrid materials shall be replaced at no expense to the Contracting Agency.

Except as otherwise noted, geogrid identification, storage and handling shall conform to the requirements specified in Section 2-12.2. The geogrid materials shall not be exposed to temperatures less than -20F and greater than 122F.

#### **Drainage Geosynthetic Fabric**

Drainage geosynthetic fabric shall be a non-woven geosynthetic conforming to the requirements in Section 9-33.1, for Construction Geotextile for Underground Drainage, Moderate Survivability, Class B.

## Proprietary Materials

### Allan Block Wall

Wall backfill material placed in the open cells of the precast concrete blocks and placed in the one to three foot zone immediately behind the precast concrete blocks shall be crushed granular material conforming to Section 9-03.9(3).

### GEOWALL Structural Earth Retaining Wall System

Connection pins shall be fiberglass conforming to the requirements of Basalite Concrete Products, LLC.

### KeyGrid Wall

KeyStone connection pins shall be fiberglass conforming to the requirements of Keystone Retaining Wall Systems, Inc.

### Landmark Retaining Wall

Lock bars shall be made of a rigid polyvinyl chloride polymer conforming to the following requirements:

| Property                  | Value             | Specification |
|---------------------------|-------------------|---------------|
| Specific Gravity          | 1.4 minimum       | ASTM D 792    |
| Tensile Strength at yield | 2,700 psi minimum | ASTM D 638    |

Lock bars shall remain sealed in their shipping containers until placement into the wall. Lock bars exposed to direct sunlight for a period exceeding two months shall not be used for construction of the wall.

### Mesa Wall

Block connectors for block courses with geogrid reinforcement shall be glass fiber reinforced high-density polypropylene conforming to the following minimum material specifications:

| Property                  | Specification           | Value                      |
|---------------------------|-------------------------|----------------------------|
| Polypropylene             | ASTM D 4101             |                            |
|                           | Group 1 Class 1 Grade 2 | 73 ± 2 percent             |
| Fiberglass Content        | ASTM D 2584             | 25 ± 3 percent             |
| Carbon Black              | ASTM D 4218             | 2 percent minimum          |
| Specific Gravity          | ASTM D 792              | 1.08 ± 0.04                |
| Tensile Strength at yield | ASTM D 638              | 8,700 ± 1,450 psi          |
| Melt Flow Rate            | ASTM D 1238             | 0.37 ± 0.16 ounces/10 min. |

Block connectors for block courses without geogrid reinforcement shall be glass fiber reinforced high-density polyethylene (HDPE) conforming to the following minimum material specifications:

| Property           | Specification            | Value             |
|--------------------|--------------------------|-------------------|
| HDPE               | ASTM D 1248              |                   |
|                    | Type III Class A Grade 5 | 68 ± 3 percent    |
| Fiberglass Content | ASTM D 2584              | 30 ± 3 percent    |
| Carbon Black       | ASTM D 4218              | 2 percent minimum |



|                  |             |                            |
|------------------|-------------|----------------------------|
| Specific Gravity | ASTM D 792  | 1.16 ± 0.06                |
| Tensile Strength | ASTM D 638  |                            |
| at yield         |             | 8,700 ± 725 psi            |
| Melt Flow Rate   | ASTM D 1238 | 0.11 ± 0.07 ounces/10 min. |

### 6-13.3 Construction Requirements

Section 6-13.3 is supplemented with the following:

**(January 10, 2022)**

#### **Precast Concrete Panel Faced Structural Earth Wall**

Precast concrete panel faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the precast concrete panels, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

##### **ARES Modular Panel Wall System**

ARES Modular Panel Wall System is a registered trademark of Tensar Corporation

Tensar Corporation  
2500 Northwinds Parkway Suite 500  
Atlanta, GA 30009  
(770) 344-2090  
FAX (678) 281-8546  
[www.tensarcorp.com](http://www.tensarcorp.com)

##### **MSE Plus Wall**

MSE Plus Wall is a registered trademark of SSL, LLC

SSL, LLC  
4740 Scotts Valley Drive Suite E  
Scotts Valley, CA 95066  
(831) 430-9300  
FAX (831) 430-9340  
[www.mseplus.com](http://www.mseplus.com)

##### **Reinforced Earth Wall**

Reinforced Earth is a registered trademark of the Reinforced Earth Company.

The Reinforced Earth Company  
9025 East Kenyon Ave. Suite 200  
Denver, CO 80237  
(303) 790-1481  
FAX (303) 790-1461  
[www.reinforcedearth.com](http://www.reinforcedearth.com)

(August 3, 2015)  
Lock + Load Retaining Wall System  
Lock + Load is a registered trademark of Lock + Load Retaining Walls, Ltd.

Lock + Load Retaining Walls, Ltd.  
1681 Chestnut Street Suite 400  
Vancouver, BC V6J 4M6 Canada  
(604) 732-9990  
FAX: (604) 676-2705  
[www.lock-load.com](http://www.lock-load.com)

**(January 2, 2018)**

**Concrete Block Faced Structural Earth Wall**

Concrete block faced structural earth walls shall be constructed of only one of the following wall systems. The Contractor shall make arrangements to purchase the concrete blocks, soil reinforcement, attachment devices, joint filler, and all necessary incidentals from the source identified with each wall system:

**Allan Block Wall**

Allan Block Wall is a registered trademark of the Allan Block Corporation

Allan Block Corporation  
7424 W 78th Street  
Bloomington, MN 55439  
(800) 899-5309  
FAX (952) 835-0013  
[www.allanblock.com](http://www.allanblock.com)

**GEO WALL Structural Earth Retaining Wall System**

GEO WALL is a registered trademark of Basalite Concrete Products, LLC

Basalite Concrete Products LLC  
3299 International Place  
Du Pont, WA 98327-7707  
(800) 964-9424  
FAX: (253) 964-5005  
[www.basalite.com](http://www.basalite.com)

**Redi-Rock Positive Connection System**

Redi-Rock Positive Connection System is a registered trademark of Redi-Rock International, LLC

Redi-Rock International, LLC  
05481 US 31 South  
Charlevoix, MI 49720  
(866) 222-8400  
FAX (231) 237-9521  
[www.redi-rock.com](http://www.redi-rock.com)

1 Mesa Wall

2 Mesa Wall is a registered trademark of Tensar Corporation

3  
4 Tensar Corporation  
5 2500 Northwinds Parkway Suite 500  
6 Atlanta, GA 30009  
7 (770) 334-2090  
8 FAX (678) 281-8546  
9 [www.tensarcorp.com](http://www.tensarcorp.com)

10  
11 Landmark Retaining Wall System

12 Landmark Retaining Wall System is a registered trademark of Anchor Wall Systems,  
13 Inc.

14  
15 Anchor Wall Systems, Inc.  
16 5959 Baker Road, Suite 390  
17 Minnetonka, MN 55345-5996  
18 (877) 295-5415  
19 FAX (952) 979-8454  
20 [www.anchorwall.com](http://www.anchorwall.com)

21  
22 KeyGrid Wall

23 KeyGrid is a registered trademark of Keystone Retaining Wall Systems, Inc.

24  
25 Keystone Retaining Wall Systems, Inc.  
26 4444 West 78th Street  
27 Minneapolis, MN 55435  
28 (800) 747-8971  
29 FAX (952) 897-3858  
30 [www.keystonewalls.com](http://www.keystonewalls.com)

31  
32 **6-13.3(2) Submittals**

33  
34 Section 6-13.3(2) is supplemented with the following:

35  
36 (January 3, 2011)

37 The following geotechnical design parameters shall be used for the design of the  
38 structural earth wall(s):

39  
40 Wall Name or No.: \*\*\* Wall 5, Wall 11, Wall 12B, Wall 14, Wall 15, Wall 18, Wall 19,  
41 Wall 20 \*\*\*

| 42                | 43 Soil     | 44 Wall   | 45 Retained | 46 Foundation |
|-------------------|-------------|-----------|-------------|---------------|
| 47 Properties     | 48 Backfill | 49 Soil   | 50 Soil     |               |
| 42 Unit Weight    |             |           |             |               |
| 43 (pcf)          | ***135***   | ***120*** | ***120***   |               |
| 44 Friction Angle |             |           |             |               |
| 45 (deg)          | ***36***    | ***35***  | ***35***    |               |
| 46 Cohesion (psf) | ***0***     | ***0***   | ***0***     |               |

For the Service Limit State, the wall shall be designed to accommodate a differential settlement of \*\*\* 1 inch \*\*\* per 100 feet of wall length.

For the Extreme Event I Limit State, the wall shall be designed for a horizontal seismic acceleration coefficient  $k_h$  of \*\*\* 0.265 \*\*\* g and a vertical seismic acceleration coefficient  $k_v$  of \*\*\* 0 \*\*\* g.

#### **6-13.3(4) Precast Concrete Facing Panel and Concrete Block Fabrication**

Section 6-13.3(4) is supplemented with the following:

**(April 3, 2017)**

##### **Specific Fabrication Requirements for Precast Concrete Panel Faced Structural Earth Walls**

###### **ARES Modular Panel Wall System**

The concrete mix for precast concrete facing panels shall be a Contractor mix design in accordance with Section 6-02.3(2)A, producing a minimum compressive strength at 28 days of 4,500 psi. The Contractor mix design for precast concrete facing panels shall not include Type III cement unless otherwise allowed by the Engineer.

**(August 3, 2015)**

###### **Lock + Load Retaining Wall System**

Concrete for precast concrete panels and counterfort members shall conform to ASTM C 1116 Type III, with cement and aggregate gradation as recommended by Lock + Load Retaining Walls, Ltd, slump and air content as specified in this Section, and a minimum compressive strength at 28 days of 5,500 psi. The fiber reinforcement shall be mixed in the concrete at a minimum reinforcement ratio of 3.0 pounds per cubic yard and as specified by Lock + Load Retaining Walls, Ltd.

Full size precast concrete facing panels for Lock + Load retaining walls shall be 2'-8" wide and 1'-4" tall.

Precast concrete counterfort members shall be fabricated, handled, stored, and shipped in accordance with the requirements specified in this Section for precast concrete facing panels.

#### **6-13.3(5) Precast Concrete Facing Panel and Concrete Block Erection**

Section 6-13.3(5) is supplemented with the following:

**(April 2, 2012)**

##### **Specific Erection Requirements for Precast Concrete Block Faced Structural Earth Walls**

###### **Landmark Retaining Wall**

When placing each course of concrete blocks, the Contractor shall pull the blocks towards the front face of the wall until the male key of the bottom face of the upper block contacts and fits into the female key of the top face of the supporting block below.

1 A maximum gap of 1/8-inch is allowed between adjacent concrete blocks, except  
2 for the base course set of concrete blocks placed on the leveling pad. A maximum  
3 gap of 1-inch is allowed between adjacent base course concrete blocks, provided  
4 geosynthetic reinforcement for drains is in place over the gap at the back face of  
5 the concrete blocks.  
6

7 Lock bars shall be installed in the female key of the top face of all concrete block  
8 courses receiving geogrid reinforcement. Gaps between adjacent lock bars in the  
9 key shall not exceed 3-inches. The lock bar shall be installed flat side up, with the  
10 angled side to the back of the concrete block, as shown in the shop drawings.  
11

12 Geogrid reinforcement shall be placed and connected to concrete block courses  
13 specified to receive soil reinforcement. The leading edge of the geogrid  
14 reinforcement shall be maintained within 1-inch of the front face of the supporting  
15 concrete blocks below. Geogrid panels shall be abutted for 100 percent backfill  
16 coverage with less than a 4-inch gap between adjacent panels.  
17

18 Backfill shall be placed and compacted level with the top of each course of concrete  
19 blocks, and geogrid reinforcement placed and connected to concrete block courses  
20 specified to receive soil reinforcement, before the Contractor may continue placing  
21 the next course of concrete blocks.  
22

### 23 **Mesa Wall**

24 For all concrete block courses receiving geogrid reinforcement, the fingers of the  
25 block connectors shall engage the geogrid reinforcement apertures, both in the  
26 connector slot in the block, and across the block core. For all concrete block  
27 courses with intermittent geogrid coverage, a #3 steel reinforcing bar shall be  
28 placed, butt end to butt end, in the top block groove, with the butt ends being placed  
29 at a center of a concrete block.  
30

### 31 **6-13.3(7) Backfill**

32  
33 Section 6-13.3(7) is supplemented with the following:  
34

35 **(August 3, 2015)**

### 36 **Specific Backfill Requirements for Precast Concrete Panel Faced Structural** 37 **Earth Walls**

#### 38 **Lock + Load Retaining Wall System**

39 The Contractor shall begin placement and compaction of backfill above the tail of  
40 the counterfort member first, then towards the back face of the precast concrete  
41 facing panel, followed by placement and compaction of the remainder of the backfill  
42 layer. The zone for compaction by plate compactor equipment only, with no soil  
43 density testing requirement, shall be within 1'-4" of the back face of the precast  
44 concrete facing panel.  
45

## 6-16 Soldier Pile and Soldier Pile Tieback Walls

### 6-16.1 Description

Section 6-16.1 is supplemented with the following:

(\*\*\*\*\*)

This section shall include sheet pile walls as indicated in the plans.

### 6-16.3 Construction Requirements

Section 6-16.3 is supplemented with the following:

(\*\*\*\*\*)

#### Structure Monitoring

The Contractor shall develop a monitoring program for Bridges 5/561E and 5/561W. The monitoring program shall be used to assess the stability and safety of the structure for public use by comparing baseline measurements to routine monitoring measurements after commencement of construction activities within the Project limits. The monitoring program (plan and implementation) shall include the following elements for a pre-construction condition survey and routine monitoring of the structure. The cost for the monitoring program (plan and execution) shall be incidental to the costs of constructing 4<sup>th</sup> Street Walls 1 to 4:

#### *Pre-Construction Condition Survey*

There shall be two baseline Structure surveys. The first survey shall be performed at least 14 Calendar Days prior to commencement of soldier pile wall construction. The second survey shall be performed 24 hours prior to starting the construction activities in order to verify stability of the baseline measurements. Both surveys shall document visible cracks, defects, and unusual conditions. Baseline measurements shall include estimated effects due to temperature, traffic impacts, etc. on the displacement measurements. The first survey shall include installation of survey targets on the structure to track permanent displacements. The Contractor shall perform surveys in the following locations:

1. Bridge Surveys shall be performed on all spans and piers of the bridges and shall provide a geometric baseline for the bridge deck and the location and elevation of bridge piers. At a minimum, survey targets shall be located on each exterior column of interior piers, within 2 feet vertical distance below the top of each column, and within 2 feet vertical distance above the existing ground line or top of exposed footing.

#### *Routine Monitoring*

Monitoring of the survey targets on the structure shall start within 24 hours after commencement of construction activities then continue at least each Calendar Day until the structure is no longer in service to the public, vehicular and pedestrian traffic is shifted to the temporary detour alignment, and construction activities adjacent to the structure that impact the stability are completed. Monitoring shall include surveying the target locations (x, y, and z values) a minimum of once per Calendar Day and uploading the survey data the same day to an online database. Access to the online database shall be provided to WSDOT up to Substantial Completion of the Project.

The trigger, maximum, and repair displacement values shown below define the threshold levels to implement additional monitoring requirements and adjust construction practices as required. The Contractor may adjust the threshold levels depending on the results of the Pre-construction Condition Survey. The Contractor shall notify the Engineer of the selected threshold levels 24 hours prior to starting construction activities. Threshold levels are compared to the resultant combination of vertical and horizontal displacements of the survey targets. Displacement measurements shall be taken to a precision of 0.01 feet.

Threshold Levels for Permanent Displacements (feet)

| Structure | Element   | Trigger Level | Maximum Level | Repair Level |
|-----------|-----------|---------------|---------------|--------------|
| ***All*** | ***All*** | ***0.004***   | ***0.06***    | ***0.08***   |

Damaged, missing, or non-functioning survey equipment or targets shall be replaced and re-baselined within 24 hours. The Contractor shall develop a Corrective Action Plan describing specific actions to be taken if permanent displacements exceed the threshold levels given above. This plan shall be submitted to the WSDOT Engineer for Review and Comment at least 14 Calendar Days prior to construction activities.

Structural damage to the structure caused by the Contractor's construction activities and creating safety concerns for public use on the structure, shall be repaired regardless of the measured displacement levels. The Contractor shall be responsible for all associated design and repair costs, and implementation of repairs to restore stability and safety to the structure for public use.

The Contractor shall perform remedial measures for each threshold level as described below:

1. Trigger Level: Notify the WSDOT Engineer the same Calendar Day that the trigger level has been exceeded. Report displacement measurements to the WSDOT Engineer until it is verified that movement has stopped. Increase frequency of future monitoring for each affected survey target to two readings daily with a minimum of 6 hours between readings, and also monitor the adjacent targets at the same frequency until movements have stabilized. Implement procedures to limit additional movement and protect the affected facility.
2. Maximum Level: Verify measurements and notify WSDOT immediately if the maximum level has been exceeded. Increase frequency of future monitoring for all survey targets to three readings daily with a minimum of 4 hours between readings. Report displacement measurements to the WSDOT Engineer until it is verified that movement has stopped. WSDOT may suspend associated ground disturbing activities and require the Contractor to submit alternative proposals for minimizing further movement. If Work is suspended, the Contractor shall obtain approval from the WSDOT Engineer prior to restarting ground disturbing activities.
3. Repair Level: All construction activities affecting the structure shall be suspended immediately and shall immediately notify WSDOT to assess the stability risk and safety of the structure for public use. The Contractor and WSDOT Engineer shall determine the extent of temporary repairs required for the structure before

construction activities are allowed to resume. Structural repairs shall be designed and constructed by the Contractor to restore stability and safety of the structure for public use.

#### **6-16.4 Measurement**

Section 6-16.4 is supplemented with the following:

(\*\*\*\*\*)

“Sheet Pile Wall” will be measured as a single lump sum for each wall, complete in place. No separate measurement will be made for individual components or operations included in the work.

#### **6-16.5 Payment**

Section 6-16.5 is supplemented with the following:

(\*\*\*\*\*)

“Sheet Pile Wall”, per lump sum.

The lump sum contract price for the “Sheet Pile Wall” shall be full compensation for all work, materials, equipment, and labor necessary to complete the wall as shown in the Plans and specified in the Contract Documents. This includes excavation, temporary shoring, driving, cutting, splicing, and welding sheet piles; backfill, compaction, and drainage; disposal of surplus material; and all surveying, quality control, and documentation. No additional payment will be made for any work included in this provision.

### **6-19 Shafts**

#### **6-19.3 Construction Requirements**

##### **6-19.3(6) Contractor Furnished Accessories for Nondestructive QA Testing**

##### **6-19.3(6)E Thermal Wire and Thermal Access Points (TAPs)**

Section 6-19.3(6)E is supplemented with the following:

(January 2, 2018)

The thermal wire and associated couplers shall be obtained from the following source:

Pile Dynamics, Inc.  
30724 Aurora Road  
Cleveland, OH 44139  
(216) 831-6131  
FAX: (216) 831-0916  
[www.pile.com](http://www.pile.com)

**END OF DIVISION 6**



**Division 7**  
**Drainage Structures, Storm Sewers, Sanitary**  
**Sewers, Water Mains, and Conduits**

**7-05                    MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

**7-05.1                Description**

Section 7-05.1 is supplemented with the following:

(\*\*\*\*\*)

This Work shall consist of constructing manholes, inlets, and catch basins of the types and sizes shown in the Plans. Work shall be in accordance with the Contract Plans, these Specifications, and the Standard Plans, and shall conform to the lines and grades staked by the Engineer.

Work shall also include connecting new structures to existing storm sewer facilities, adjusting existing structures to final grade, and furnishing all appurtenances necessary for a complete and functional drainage system.

**7-05.2                Materials**

Section 7-05.2 is supplemented with the following:

(\*\*\*\*\*)

Frames and Covers 9-05.15(2)

Valve Box & Locking Lid

Non-traffic composite or polymer concrete valve box assembly as shown on the Plans

**7-05.3                Construction Requirements**

Section 7-05.3 is supplemented with the following:

(\*\*\*\*\*)

**7-05.3(5)        Connections to Existing Catch Basins and Storm Lines**

The locations, type, and size of the existing catch basins and storm lines have been determined from available records, and are approximate; however, it is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection, and to provide any alterations, as required at no additional cost to the Contracting Agency.

**7-05.3(6)        Locking Solid Metal Cover and Frame for Catch Basin**

Where shown in the Plans, locking solid metal covers conforming to Standard Plan B-30.20 and frames conforming to Standard Plan B-40.40 shall be furnished and installed on existing or new catch basins and inlets.

**7-05.3(7)        Observation Well**

Observation Well shall be as shown in plans.

1       **7-05.3(7) Internal Energy Dissipation Device**

2       Internal Energy Dissipation Device shall be as shown in plans. Install true to line/elevation and  
3       orient toward the structure channel/bench as shown in Plans. Maintain clearances from  
4       ladder/steps and bench; deburr edges; seal penetrations; protect existing  
5       pipes/coatings/castings. Provide a removable flange/coupling or other means for maintenance  
6       removal where shown.  
7

8       **7-05.4 Measurement**

9       Section 7-05.4 is supplemented with the following:

10       (\*\*\*\*\*)

11  
12       “Catch Basin Type 2 48 In. Diam. – Extra Depth” will be measured per each as shown on  
13       Plans.

14  
15       No separate measurement will be made for structure excavation, foundation material, native  
16       material, backfill, or bedding material. These items shall be incidental to the structure that is  
17       being installed.

18  
19       No separate measurement will be made for connecting to existing pipe or structures, coring,  
20       or sealing of pipe penetrations.

21  
22       “Manhole 120 In. Diam. Type 1” will be measured per each as shown on Plans.

23  
24       No separate measurement will be made for structure excavation, foundation material, native  
25       material, backfill, or bedding material. These items shall be incidental to the structure that is  
26       being installed.

27  
28       No separate measurement will be made for connecting to existing pipe or structures, coring,  
29       or sealing of pipe penetrations

30  
31       “Locking Solid Metal Cover and Frame for Catch Basin” will be measured per each.

32  
33       “Observation Well” will be measured per each.

34  
35       “Internal Energy Dissipation Device” will be measured per each for each device assembly  
36       installed complete in a drainage structure per Plans. No separate measurement will be made  
37       for brackets, fasteners, anchors, seals, drilling/coring, coating/galvanizing, surface  
38       preparation, shop drawings/submittals, or incidentals necessary to complete the Work.

39  
40       “High-Density Polyethylene (HDPE) Pipe 4 In. Diam., will be measured per lineal feet

41  
42       This pipe is used for structural earth and soldier pile walls as shown in the plans.

43  
44       “Debris Barrier” will be measured per each

## 7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(\*\*\*\*\*)

“Catch Basin Type 2 48 In. Diam. – Extra Depth”, per each.

“Manhole 120 In. Diam. Type 1”, per each.

The unit contract price per each for various items specified above shall be full compensation for furnishing all labor, tools, equipment, and materials necessary for its complete installation, including but not limited to, all structure excavation, , foundation and crushed surfacing backfill material, compaction, connection to new pipes, connection to existing pipes, water tight couplings, adjustment risers, disposal of excess backfill material, frame, grate, debris barrier, and other appurtenances regardless of type, grout and cleaning, and testing.

“Locking Solid Metal Cover and Frame for Catch Basin,” per each.

The unit Contract price per each "Locking Solid Metal Cover and Frame for Catch Basin" shall be full pay for furnishing and installing the cover and frame. The unit price shall be full pay for furnishing the frame, cover, locking hardware, gaskets/seals, adapters (if needed), shims, grout, installation and associated appurtenances. Adjustment to grade is paid under "Adjust Catch Basin" or "Adjust Manhole" where shown on Plans.

“Observation Well,” per each.

The unit Contract price per each “Observation Well” shall be full pay for the riser (using the same drainage/underdrain pipe as detailed), cap, valve box with locking lid, fittings, installation, protection, and associated appurtenances necessary to complete the well.

Excludes: infiltration trench excavation, geotextile, drain gravel, equalization/underdrain piping, and connections—these are paid under their respective bid items as shown in the Plans.

“Internal Energy Dissipation Device,” per each.

The unit price shall be full pay for the Work shown in the Plans, including all materials, fabrication, finishes/coatings, fasteners/anchors, seals, drilling/coring, installation, cleaning, protection, and incidentals.

Associated drainage structures (e.g., “Manhole \_\_\_ in. Diam. Type \_\_\_”) and any adjustment to grade (“Adjust Manhole” or “Adjust Catch Basin”) will be paid under their respective Bid Items where shown on Plans.

“High-Density Polyethylene (HDPE) Pipe 4 In. Diam., per lineal feet

The installation of this pipe is based on the structural earth and soldier pile walls as indicated in the plans. Placement location, pipe bedding, and backfilling is incidental to the wall bid item. This pay item is only for the procurement of the pipe.

1           “Debris Barrier,” per each.

2  
3           The unit price shall be full pay for the Work shown in the Plans, including all materials,  
4           installation, protection, and incidentals.  
5

6   **7-06   VACANT**

7   Section 7-06, including title, is replaced with the following:

8  
9   (\*\*\*\*\*)

10   **7-06 Stormwater Vaults and Drainage Structures**

11   **7-06.1 Description**

12   This Work includes furnishing and installing precast concrete vault structures for stormwater  
13   treatment and infiltration.

14  
15   Stormwater Treatment Vaults shall be constructed in accordance with the Contract Plans and  
16   shall be either:

17  
18           Stormwater Treatment Vault Option 1 or equivalent as specified in Section 8-26, or  
19           Stormwater Treatment Vault Option 2 or equivalent as specified in Section 8-27.  
20           No other stormwater treatment vault systems are permitted.

21  
22   Infiltration Vaults (A and B) shall be constructed in accordance with the Contract Plans and  
23   this Section.

24   **7-06.2 Materials**

25   **7-06.2(1) Stormwater Treatment Vaults**

26   See Sections 8-26 and 8-27 for material, component, and performance requirements for  
27   approved stormwater treatment vault systems.

28  
29   **7-06.2(1)A Vault Sizing**

30   For bidding purposes, Stormwater Treatment Vaults are designated as Standard or Large  
31   based on the treatment flow rate associated with the unit type selected (On-Line or Off-  
32   Line), as shown in the Contract Plans and Drainage Report.

- 33           • Standard: treatment flow  $\leq 0.10$  cfs  
34           • Large: treatment flow  $> 0.10$  cfs  
35

36   Approximate treatment rates and vault locations are shown in the Contract Plans. Final  
37   vault sizing, unit selection, and manufacturer coordination shall be the responsibility of the  
38   Contractor, subject to Engineer approval. If a larger unit size or additional module count is  
39   required to achieve performance, the Contractor shall provide the larger system at no  
40   additional cost beyond the Contract unit price.

41  
42   **7-06.2(2) Infiltration Vaults**

43   Precast infiltration vault sections shall conform to ASTM C857 and ASTM C858. Vault  
44   systems shall be modular, precast, and capable of withstanding HS-20 live loads with a  
45   minimum of 6 inches of earth cover.

Concrete for vault structures shall have a minimum 28-day compressive strength of 6,000 psi. Mix design shall conform to ACI 318 durability requirements. Self-consolidating concrete (SCC) may be used to reduce bugholes and improve finish quality.

Seismic design for liquid-containing structures, where required, shall conform to ACI 350.3.

Reinforcing steel shall conform to ASTM A615 or ASTM A706. Where epoxy-coated reinforcement is specified, it shall conform to ASTM A775.

Vault joints shall be sealed watertight with hydrophilic elastomeric sealants meeting ASTM C990 and ASTM C920.

Access covers shall be HS-20 rated, cast iron or galvanized steel.

Pipe penetrations shall be watertight per manufacturer's or Plan details.

Vault bedding shall consist of a minimum of 12 inches of compacted granular material, or greater where shown in the Contract Plans or required by the Geotechnical Report or vault manufacturer.

The manufacturer shall provide certification of design load capacity and a documented Quality Assurance/Quality Control (QA/QC) program. Concrete testing shall conform to ASTM C31, C39, C138, and C1611.

#### **7-06.2(2)A Vault Sizing**

Approximate dimensions, storage volumes, and contributing areas for Infiltration Vaults (A) and (B) are shown in the Contract Plans and Drainage Report.

Final vault sizing, layout, and manufacturer coordination shall be the responsibility of the Contractor, subject to Engineer approval. The Contractor shall confirm final unit sizing with the selected manufacturer to meet the required infiltration capacity, storage volume, and hydraulic performance.

If a larger unit size, additional module count, or modified vault configuration is required to achieve the specified storage or infiltration performance, the Contractor shall provide the larger system at no additional cost beyond the Contract unit price.

### **7-06.3 Construction Requirements**

#### **7-06.3(1) Excavation and Bedding**

Excavate to the lines and grades shown in the Contract Plans. Subgrade shall be proof-rolled and prepared in accordance with the Geotechnical Report. Subgrade shall be compacted to 95 percent of maximum dry density per ASTM D698, unless otherwise specified in the Geotechnical Report.

Provide a minimum of 12 inches of compacted granular bedding beneath vaults, or greater where shown in the Contract Plans, specified in the Geotechnical Report, or required by the vault manufacturer. Bedding shall be placed in uniform lifts and compacted to 95 percent of

maximum dry density per ASTM D698, unless a different requirement is specified by the vault manufacturer and approved by the Engineer.

#### **7-06.3(2) Installation**

Vault sections shall be installed in accordance with the manufacturer's recommendations and the Contract Plans. Vaults shall be set true to line and grade and placed on the prepared bedding. Sections shall be lifted and placed using approved methods that prevent cracking, spalling, or other damage.

All joints and pipe penetrations shall be sealed watertight. Access frames, grates, ladders, and other appurtenances shall be installed as shown in the Plans.

Backfill around vault sections shall be placed in uniform lifts and compacted to 95 percent of maximum dry density per ASTM D698, unless a different requirement is specified by the vault manufacturer and approved by the Engineer.

#### **7-06.3(3) Backfill**

Granular backfill shall be placed in uniform lifts not exceeding 12 inches in depth. Each lift shall be compacted to 95 percent of maximum dry density per ASTM D698, unless a different requirement is specified by the vault manufacturer and approved by the Engineer.

Protect vaults during backfilling to prevent displacement, cracking, or damage. Special care shall be taken to achieve uniform support around the structure.

#### **7-06.3(4) Quality Assurance**

The manufacturer shall provide Quality Assurance/Quality Control (QA/QC) documentation for precast vaults.

Concrete testing shall conform to ASTM C31, C39, C138, and C1611.

For treatment vaults, additional QA/inspection requirements shall be as required by Sections 8-26 and 8-27.

Leak testing shall only be performed if specifically required in the Contract.

#### **7-06.4 Measurement**

"Stormwater Treatment Vault Option 1 – Standard" Measured per each vault installed.

"Stormwater Treatment Vault Option 1 – Large" Measured per each vault installed.

"Stormwater Treatment Vault Option 2 – Standard" Measured per each vault installed.

"Stormwater Treatment Vault Option 2 – Large" Measured per each vault installed.

"Infiltration Vault (A)" Measured per each vault installed.

"Infiltration Vault (B)" Measured per each vault installed.

1       **7-06.5 Payment**

2  
3       Payment will be made for each of the following bid items listed in the Proposal:

4               “Stormwater Treatment Vault Option 1 – Standard” per each

5               “Stormwater Treatment Vault Option 1 – Large” per each

6               “Stormwater Treatment Vault Option 2 – Standard” per each

7               “Stormwater Treatment Vault Option 2 – Large” per each

8               “Infiltration Vault (A),” per each

9               “Infiltration Vault (B),” per each

10              The unit Contract price per each shall be full compensation for furnishing all labor, tools,  
11              equipment, and materials necessary for complete installation of the unit, including but not  
12              limited to structure excavation, , foundation and crushed surfacing backfill material, placing  
13              filter media, compaction, connection to new pipes, watertight couplings, adjustment risers,  
14              disposal of excess backfill material, frame, grate, grout and cleaning, testing, and QA/QC.

15              Payment for each vault shall include furnishing the final sized structure as approved by the  
16              Engineer. No additional payment will be made for differences in manufacturer unit dimensions,  
17              increases in module count, or larger vault volume necessary to meet the specified treatment  
18              rate and performance criteria.

19  
20  
21  
22  
23       **7-08                   GENERAL PIPE INSTALLATION REQUIREMENTS**

24       **7-08.1           Description**

25       Section 7-08.1 is supplemented with the following:

26       (\*\*\*\*\*)

27       This information shall cover the general requirements for installing water main pipeline. The  
28       Contractor shall also follow all provisions of Section 7-09 (Water Mains), the City of Marysville  
29       Water Distribution Design and Construction Standards and Specifications, and 1-07.23 (Public  
30       Convenience and Safety) as it applies to the specific kind of work.

31       **7-08.2           Materials**

32       Section 7-08.2 is supplemented with the following:

33       (\*\*\*\*\*)

34       The Contractor shall use bank run gravel for trench backfill as specified in Section 9-03.19 of  
35       the Specifications for pipe installation and all other excavations completed within the asphalt  
36       driving surface, gravel access road, and roadway shoulder.

37       Bedding materials shall be crushed surfacing top course (CSTC) per Section 9-03.9(3) of the  
38       Standard Specifications.

Steel Casing shall be black steel pipe conforming to ASTM A53. Casing wall thickness shall be 0.250 inch for casings 24 inches or less in diameter and 0.375 inch for casings over 24 inches in diameter.

Pipe spacers shall be Cascade style CCS with 8-inch runners as available from Cascade Waterworks or equivalent vendor

### **7-08.3 Construction Requirements**

Section 7-08.3 is supplemented with the following:

(\*\*\*\*\*)

Steel Casing pipe and spacers shall be sized for pipe being installed. Install minimum of three spacers per section of pipe. See City of Marysville Standard Drawing 2-100- 001.

### **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:

(\*\*\*\*\*)

A. Open only enough trench length to facilitate laying pipe sections. 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. Accurately grade and shape trench bottom or uniform bearing of pipe to the line and grade shown on the plans.

B. Provide shoring as required to maintain trench wall stability. Any cost associated with over-excavation and subsequent backfilling outside approved trench width as indicated in "A" above due to improper shoring will not be reimbursable.

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 select borrow per Section 2-03. Construction geotextile for soil stabilization shall be installed to completely encompass the fill material.

Unsuitable foundation material removed from the trench shall be hauled to a waste site.

All excavated material shall be loaded directly into trucks and hauled to a permitted disposal site obtained by the Contractor. Stockpiling of excavated material at the project site will not be allowed.



1 **7-08.3(1)B Shoring**

2 Add the following new sub-sections:

3 (\*\*\*\*\*)

4 **7-08.3(1)B(1) General**

5 This section specifies requirements for excavation support systems (Shoring or Extra  
6 Excavation Class B) for excavation of trenches and open excavations greater than 4 feet in  
7 depth.

8  
9 Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, the items  
10 shall be furnished, placed, maintained, and except as shown or specified otherwise, removed.

11  
12 The design, installation and removal of any and all excavation support are the sole  
13 responsibility of the Contractor. Contractor shall conduct its own independent investigation  
14 and evaluation of the subsurface conditions at the site and shall rely on such  
15 independent investigation / verification in designing and installing the excavation support  
16 requirements. The Contract Documents do not contain any specific plans or details for  
17 excavation support as such decisions lie solely with the Contractor.

18  
19 The term Excavation Support as used herein has the same meaning as the term Shoring in  
20 WAC 296-155-650.

21 **7-08.3(1)B(2) Contractor Submittals**

22 The Contractor is advised of the provisions for the Washington Industrial Safety and Health  
23 Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, Excavation, Trenching and  
24 Shoring. The Contractor's excavation support plan shall be prepared by a civil or structural  
25 engineer licensed in the State of Washington and submitted to the Engineer for review as  
26 indicated in the paragraphs below.

- 27
- 28 1. At least 20 working days prior to installation of any excavation support system, the  
29 Contractor shall submit an excavation support control plan and operational schedule  
30 (Excavation Support Control Plan). The Excavation Support Control Plan shall be  
31 prepared, signed, and stamped by a professional engineer currently registered in the  
32 State of Washington. Such engineer shall have a minimum of 5 years of experience in  
33 the design of excavation support systems. The Excavation Support Control Plan shall  
34 show the number, location, type and depth of all excavation support means or methods  
35 selected by Contractor. The Contractor's Excavation Support Control Plan is subject  
36 to review by the Engineer. Such review is limited to determining general conformance  
37 with the intent of this Specification, but not for detailed verification of sizes, spacing,  
38 depths, construction, or adequacy. The Engineer's review and/or lack of objection to  
39 the submitted Excavation Support Control Plan shall not modify the requirements of  
40 the Contract or relieve Contractor of its sole responsibility to design, install, and  
41 remove excavation support as required herein.
  - 42 2. Identify measures to control soil loss and water seepage through utility penetrations in  
43 the excavation support system.
  - 44 3. The Groundwater Control Plan required by Section 2-09.3 and the Excavation Support  
45 Control Plan required herein are interdependent and shall be coordinated and  
46 submitted together.

1       **7-08.3(1)B(3) Execution**

2  
3       1. General

4       Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the  
5       sides of excavations and to prevent detrimental settlement and lateral movement of existing  
6       facilities, embankments, adjacent property, and completed Work.

7  
8       2. Removal of Excavation Support

9       Do not begin to remove excavation support until it can be removed without damage to existing  
10      facilities, completed work, or adjacent property.

11  
12      3. Trenches

13      Where trench excavation is deeper than 4 feet, the Contractor shall construct and maintain  
14      safety shoring systems that meet the requirements of the Washington Industrial Safety and  
15      Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, and the minimum  
16      requirements/prohibitions described in this Section.

17  
18      If shallow groundwater causes excessive trench caving or accumulation of water, temporary  
19      steel shoring or equivalent means shall be installed. The installed shoring system shall meet  
20      the requirements described in the section above.

21  
22      4. Utility Penetrations in Excavation Support System

23      Contractor shall implement measures to prevent soil loss and control water seepage through  
24      utility penetrations in the excavation support system.

25   **7-08.3(2)       Laying Pipe**

26   Add the following new section:

27   (\*\*\*\*\*)

28   **7-08.3(2)J   Dewatering Trenches**

29   All "Normal Trench Dewatering" work associated with maintaining a trench suitable for pipeline  
30   construction will be incidental and included in the other items of work. "Normal Trench  
31   Dewatering" is defined as dewatering methods occurring in or directly adjacent to the trench,  
32   including trash pumps, sump pumps, or other methods in the excavated areas.

33   **7-08.3(3)       Backfilling**

34   Section 7-08.3(3) is supplemented with the following:

35   (\*\*\*\*\*)

36   Backfilling and surface restoration shall closely follow the installation of pipe, so that not more  
37   than 100 feet is left of the trench open at any time during construction without approval of the  
38   Engineer. When public safety concerns exist, the Engineer may require more stringent  
39   backfilling standards. Selected backfill material shall be placed and compacted around and  
40   under the pipe by hand tools to a height of 6 inches above the top of the pipe. The remaining  
41   backfill shall be compacted to 95 percent of the maximum density in the roadway prism and  
42   shall be satisfactorily demonstrated to the Engineer by density tests per the WSDOT Standard  
43   Specifications for Road, Bridge, and Municipal Construction, Section 2-03.3(14)D.

1 Add the following new subsection:

2 (\*\*\*\*\*)

3 **7-08.3(3)A Vertical Clearance Between Utility Lines**

4 Where the vertical clearance between adjacent storm drainage lines, water lines, sanitary  
5 sewer lines, or casings is 2 to 6 inches, an ethylene vinyl acetate pad, Rubatex Laboratories  
6 R-5010-A, or an approved equal, is required. The pad shall be 3 feet by 3 feet by 2.5 inches  
7 minimum and placed between the sanitary sewer pipe and the other utility pipe. All costs  
8 necessary to furnish and install the pad shall be considered incidental to pipe laying.

9 **7-08.4 Measurement**

10 The first, second, and fourth paragraphs of Section 7-08.4 are replaced with the following:

11 (\*\*\*\*\*)

12 No measurement shall be made for protecting existing utilities and services, trench  
13 excavation, disposal of unsuitable backfill, native material used as trench backfill above the  
14 pipe zone bedding, and compaction of backfill.

15 Section 7-08.4 is supplemented with the following:

16 (\*\*\*\*\*)

17 Measurement for pipe will be by the linear foot of pipe laid and successfully tested and shall  
18 be along the centerline of the pipe through fittings. Measurement will be to the nearest foot.

19  
20 No measurement will be made for trench excavation including haul.

21  
22 No measurement will be made for bank run gravel when imported for use as trench backfill  
23 above the pipe zone.

24  
25 "Steel Casing \_\_\_\_ In. Diam." will be measured per linear foot of casing installed from center  
26 line end point to end point.

27  
28 No specific unit of measurement shall apply to the lump sum item of "Shoring or Extra  
29 Excavation Class B".

30 **7-08.5 Payment**

31 Section 7-08.5 is supplemented with the following:

32 (\*\*\*\*\*)

33  
34 "Steel Casing \_\_\_\_ In. Diam.", per linear foot.

35 The unit contract price per linear foot for each size and kind of "Steel Casing \_\_\_\_ In. Diam."  
36 shall be full pay for all work to complete the installation of a steel casing in support of water  
37 main work near the Coho Creek Bridge which includes but is not limited to trench excavating,  
38 bedding, laying casing, inserting main pipe, spacers, end seals, backfilling with Bank Run  
39 Gravel for trench backfill material, compaction, and cleanup. There will be no additional  
40 compensation made for saw cutting, and the removal and wasting of trench excavation that is  
41 unsuitable for backfill.

## **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 a 12-inch ductile iron water main in 4th Street / Marine Drive spanning across I-5 from west to east, a relocation of an 8-inch water main in 33rd Ave N, a flow meter vault and supporting water main system relocation near the intersection of 88th St NE / 36th Ave N, and several water main cut-out replacements throughout both the 4th St / SR 528 and 88th St NE corridors to facilitate overall project development.

### **7-09.2 Materials**

Section 7-09.2 is supplemented with the following:

(\*\*\*\*\*)

Pipe for main line:

HDSS Restrained Joint Ductile Iron Pipe 9-30.1(3)

Ductile iron pipe shall conform to Section 9-30.1(1) and shall be push on type pipe joints Class 52 unless noted on the Contract Plans.

Blue, 14-gauge wire shall be installed in a continuous length over the water main and appurtenances.

The Contractor shall use FIELD LOK gaskets (or approved equal) and push on joint pipe that is fully warranted by the manufacturer as an integral product for thrust restraint at 350 psi for all pipe joints not requiring mechanical joint restraint.

When noted on the plans or required to fully restrain the pipe, the Contractor shall use ROMAC ROMAGRIPs (or approved equal) for all mechanical joint fittings models 4" RGAP-D, 6" RGAP-D, 8" RGAP-D, 12" RGAP-D, or 18" RGAP-D ROMAGRIP.

For push on pipe joint deflections over 2 degrees the Contractor shall use SIGMA ONE-LOK SERIES SLDEH models SLDEH4, SLDEH6, SLDEH8, SLDEH12, or SLDEH18 ONE-LOK. The Contractor shall also use SIGMA ONE-LOK SERIES SLDEHs (or approved equal) models SLDEH4, SLDEH6, SLDEH8, SLDEH12, or SLDEH18 ONE-LOK for push on joint restraint each side of mechanical joint fittings as shown on the plan and as specified in the DIPRA tables shown on the Contract Plans.

All flange coupling adaptors (FCA's) shall be fully restrained using ROMAC RFCA models RFCA-4.80, RFCA-6.90, RFCA-9.05, RFCA-13.20, or RFCA-19.50 RFCA (or approved equal). When noted on the plans or required to fully restrain the pipe or pipe couplings, the Contractor shall use ROMAC ALPHAs (or approved equal) for restraining plain end of pipe connections that are 10-inch diameter and smaller and ROMAC 400RGs (or approved equal) for connections that are 12-inch diameter and larger. For fully restrained plain end pipe connections the Contractor shall use ROMAC ALPHA OR ROMAC 400RG (dependent on

pipe diameter as required above) models ALPHA-A-4.90, ALPHA-A-7.00, ALPHA-A-9.10, 400RG-13.20 or 400RG-19.50 ALPHACOUPLING (or approved equal) AND RESTRAINED COUPLING (or approved equal).

### **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 the location and 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.

#### **7-09.3(7) Trench Excavation**

##### **7-09.3(7)A Dewatering of Trench**

Section 7-09.3(7)A is supplemented with the following:

(\*\*\*\*\*)

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer. No trench water shall be permitted to enter the pipe. This provision shall apply during the noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped free of any standing water.

##### **7-09.3(10) Backfilling Trenches**

Section 7-09.3(10) is supplemented with the following:

(\*\*\*\*\*)

The depth of the trench shall be as required to allow for water mains to 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(12) General Pipe Installation**

Section 7-09.3(12) is supplemented with the following:

(\*\*\*\*\*)

##### **Placing of Pipe in the Trench**

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. If the pipe laying crew cannot put the pipe into the trench and in place without getting earth into it, it will be required that, before lowering the pipe into the trench, a heavy, tightly woven canvas bag of suitable size be placed over each end and left there until the connection is made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

Installation of HDSS Restrained Joint Ductile Iron Pipe shall be per manufacturers requirements, instructions and as shown on the contract plans. If not supplied or required by

the manufacturer for installation, the Contractor shall provide a polyethylene sleeve of correct size to wrap the HDSS pipe in before backfilling.

#### **Bell End to Face Direction of Laying**

Unless otherwise directed, pipe shall be laid with the bell end facing in the direction of the laying; and for lines on an appreciable slope, bells shall (at the discretion of the Engineer) face upgrade.

#### **Alignment**

Pipelines intended to be straight shall be so laid, and in no case shall a deviation from the straight line, whether vertical or horizontal, at any joint exceed one (1) inch.

#### **Jointing Pipe**

Piping shall be laid and jointed in strict accordance with the manufacturer's recommendations as approved by the Engineer. The Contractor shall provide all special tools and devices such as special jacks, chokers, and similar items required for the installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted under any circumstances.

#### **Cleaning Pipe and Fitting**

All fittings and pipes shall be kept thoroughly clean of all dirt, grease, and foreign matter.

#### **Fitting Installations**

Fittings shall be installed at the locations shown on the Plans and as directed by the Engineer. Fittings shall be handled, cleaned, patched, laid, and coupled in the manner here-in-before specified for the handling, cleaning, patching, laying, and coupling of the pipe.

#### **Anchorage**

All tees, plugs, caps, and bends and other locations where unbalanced forces exist shall be securely anchored by suitable thrust blocking as shown on the Plans.

#### **Mechanical Couplings**

Before coupling, each pipe end shall be thoroughly cleaned of oil, scale, rust, and dirt for a distance of at least eight (8) inches back from the end to provide a seat for the coupling gaskets. The pipe coating need not be removed if it presents a smooth surface and is securely bonded to the pipe.

Couplings shall be installed in accordance with the manufacturer's instructions. Care shall be taken that the gaskets are wiped clean before they are installed. If necessary, they may be lubricated with soapy water for installation on the pipe ends.

Coupling bolts shall be tightened progressively, drawing up the bolts on opposite sides a little at a time until all bolts have a uniform tightness.

#### **7-09.3(13) Handling of Pipe**

Section 7-09.3(13) is supplemented with the following:

(\*\*\*\*\*)

Proper implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. In general, slings shall

be of heavy canvas or nylon of suitable strength for supporting the load. The use of unprotected chains or cables will not be permitted. All pipe and fittings shall be carefully lowered into the trench, piece by piece, in such a manner as to prevent damage to the pipeline materials and linings. Under no circumstances shall pipeline materials be dropped or dumped into the trench.

Ductile and cast iron pipe and fittings shall be inspected for defects, and while suspended above grade, be rung with a light hammer to detect cracks.

#### **7-09.3(14) Cutting Pipe**

Section 7-09.3(14) is supplemented with the following:

(\*\*\*\*\*)

The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or lining and so as to leave a smooth end at right angles to the axis of the pipe.

When the pipe is cut in the field, it shall be cut as recommended by the pipe manufacturer, and the cut end shall be reconditioned so that it may be used for the next joint. The outside of the cut shall be ground back or dressed as recommended by the pipe manufacturer, subject to review by the Engineer.

#### **7-09.3(15) Laying of Pipe on Curves**

Section 7-09.3(15) is supplemented with the following:

(\*\*\*\*\*)

Where it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstruction, to plumb valve stems, or where long radius curves are permitted, the amount of deflection allowed shall not exceed that recommended by the manufacturer and approved by the Engineer.

#### **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 and City of Marysville Standards and witnessed by a Tulalip Tribes Water Department representative for the Tulalip Tribes water mains. The City of Marysville may choose to have a City Water Department representative be present for any connections made to existing City water mains and Contractor shall not proceed with work until confirmed with City staff. The Contractor shall provide a 5-working-day notice to the Engineer to schedule connections and a two-day-verification notice, and shall consult with the Tulalip Tribes Water Department and City of Marysville Water 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 Tulalip Tribes Water Department and City of Marysville Water Department personnel will perform all shutdowns on all existing Tribal or City water mains. The Contractor may operate Tribal system valves under the immediate supervision of a Tulalip Tribes representative. Only the City of Marysville Water Department personnel shall operate City system valves and the Contractor shall not operate any City valves or appurtenances unless the Contractor communicates and receives on-site verbal permission from City Water Department staff that are observing the work at the project site.

#### **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 Tulalip Tribes Utility Department and City of Marysville Water 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 markers shall be installed as required per Tulalip Tribes and City of Marysville standards, per Plans detail or when shown on the Plans.

#### **7-09.3(21) Concrete Thrust Blocking**

Section 7-09.3(21) is supplemented with the following:

(\*\*\*\*\*)

Blocking for fittings shall be in accordance with the City of Marysville Standard Plan Nos. 2-130-001, 002, and 003 and sized in accordance with AWWA specifications. The concrete blocking shall be isolated from the fitting with plastic sheeting or equal.

Bends, tees, and dead ends shall have concrete thrust blocking when shown on the Plans.

Joint restraint, in accordance with Section 9-30.2(6) and 7-09.2, is required for all new water mains.



**7-09.3(23) Hydrostatic Pressure Test**

Section 7-09.3(23) is supplemented with the following:

(\*\*\*\*\*)

Pressure and leakage test shall be made on all newly laid pipe or any valved section of it, or both. Testing shall be scheduled with the Engineer and Tulalip Tribes Utility Department and City of Marysville Water Department representative. The Engineer shall be notified in advance of each test a minimum of 24 hours. The Contractor shall conduct the tests and furnish all necessary assistance, labor, equipment, and material and shall make all taps in the pipe as required.

The tests shall be conducted after the trench has been backfilled or partially backfilled with the joints left exposed for inspection. Where any section of pipe is provided with concrete thrust blocking, the pressure test shall not be made until at least five (5) days have elapsed after the concrete reaction blocking is installed. If high/early cement is used for the concrete thrust blocking, the time may be cut to two (2) days instead of the five (5) previously specified.

The pressure test shall be conducted in the following manner:

After the pipe has been backfilled or partially backfilled, the pipe shall be filled with water. The test pressure shall be 225 psi.

- A. Duration – The duration of each pressure test shall be a minimum of fifteen (15) minutes.
- B. Expelling Air – Before applying the specified test pressure, all air shall be expelled from the pipe.
- C. Procedure – Each valved section of pipe shall be slowly filled with water to replace any water lost, and the specified test pressure, measured at or corrected to the point of highest elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. The test process shall test sections of the pipeline individually not to over-pressure the downstream valves and fittings. Test pressures shall not exceed the rated pressure of the valves when the pressure boundary of the test section includes closed, resilient-seated gate valves or butterfly valves. The main shall be tested between valves. No hydrostatic pressure shall be allowed against the opposite side of the valve being tested.
- D. The pump shall then be valved off, and the pressure shall be held in the line for the test period. At the end of the test period, the pump shall be operated until the test pressure is again attained. The pump suction shall be in a bucket, barrel, or similar device, or through a meter so that the amount of water required to restore the test pressure may be measured accurately.
- E. Leakage - Leakage shall be defined as the quantity of water necessary to restore the specified test pressure at the end of the test period. No pipe installation will be accepted until the leakage is less than:

$$L = [SD \times \sqrt{P}] / 266,400$$

Where:

L = allowable leakage, in gallons per hour

S = length of pipe tested, in feet

D = nominal diameter of the pipe, in inches

P = average test pressure during the leakage test, in psi (gauge).

Should any test of pipe laid disclose leakage greater than that allowed above, the Contractor shall, at his own expense, locate and repair the defective joints or pipe until the leakage is within the specified allowance.

#### **7-09.3(24) Disinfection of Water Mains**

Section 7-09.3(24) is supplemented with the following:

(\*\*\*\*\*)

Disinfection of new lines shall be completed by the Contractor prior to connection to the existing City of Marysville or Tulalip Tribes Utility water system in accordance with ANSI/AWWA C651. Following chlorination, the main shall be flushed as soon as possible and disposal of chlorinated water shall be subject to review by the Engineer and accordance with Section 7-09.3(24)A.

#### **7-09.3(24)A Flushing**

Section 7-09.3(24)A is supplemented with the following:

(\*\*\*\*\*)

When work is taking place in an area under the governance of the Tulalip Utilities Authority or the Consolidated Borough of Quil Ceda Village, 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 dichlorination 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 dichlorination and flushing after approval of the dichlorination and discharge plan.

For work within the City of Marysville boundary or ROW, the Contractor shall dispose of disinfecting solution per the City of Marysville Water Distribution Design and Construction Standards. This includes but is not limited to, that the Contractor shall be responsible for disposal of treated water flushed from mains and at no time shall chlorinated water from a new main be flushed into a body of fresh water. This is to include lakes, rivers, streams, storm drainage systems and any and all other waters where fish or other natural water life can be expected. Disposal may be made to any available sanitary sewer provided the rate of disposal will not overload the sewer.

#### **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.

1 Samples can only be submitted for testing on Monday through Thursday, 8:00 a.m. to  
2 5:00 p.m., and Friday, 8:00 a.m. to 12:00 noon.

3  
4 The Contractor shall provide temporary taps for flushing in accordance with  
5 Section 7-09.3(24)A, and temporary taps for sampling in accordance with Section 7-09.3(24)N.

6  
7 The Contractor shall provide and install a double check valve assembly with meter connection  
8 for any temporary tap connection or connection to existing hydrant.

9 **7-09.3(24)O Repetition of Flushing and Testing**

10 Section 7-09.3(24)O is supplemented with the following:

11 (\*\*\*\*\*)

12 There will be no charge to the Contractor for water to perform the initial pressure and purity  
13 tests. Should either test fail, the Contractor will be charged for additional water necessary to  
14 recharge the line.

15 **7-09.4 Measurement**

16 Section 7-09.4 is supplemented with the following:

17 (\*\*\*\*\*)

18 There shall be no measurement of bank run gravel for trench backfill. Use of select backfill  
19 shall be considered incidental to the per linear foot unit price.

20  
21 The quantity of the pipe installed will be measured on the length basis, from end to end along  
22 the neutral axis of the pipe and includes all labor, equipment and materials required for the  
23 installation of the new lines including but not limited to fittings such as couplings, bends and  
24 plugs, excavation and disposal of excavated material, accessing existing pipes, shoring, pipe  
25 cleaning (pre and post), disinfection and testing. These items are considered parts of or  
26 subsidiary to the installation of the PVC and/or DI pipe and shall be considered incidental to  
27 the bid item unless specifically identified as a separate item on the proposal form.

28  
29 "HDSS D.I. Pipe for Water Main \_\_\_\_ In. Diam." will be measured per linear foot of installed  
30 water main of center line length from end point to end point of the pipe and includes all labor,  
31 equipment and materials required for the installation of the new lines including but not limited  
32 to fittings such as couplings, bends and plugs, excavation and disposal of excavated material,  
33 accessing existing pipes, shoring, pipe cleaning (pre and post), disinfection and testing. These  
34 items are considered parts of or subsidiary to the installation of the PVC and/or DI pipe and  
35 shall be considered incidental to the bid item unless specifically identified as a separate item  
36 on the proposal form.

37  
38 All work, equipment and materials necessary for providing temporary water service via a  
39 stand-alone bypassing system or temporary main during construction of new water mains if  
40 required due to plan shown installation work or contractor's preferred means/method of work  
41 is to be incidental to the Pay Item "\_\_\_\_ Pipe for Water Main \_\_\_\_ In. Diam." per linear foot.

42  
43 Measurement for the item "Connect to Existing Water Main \_\_\_\_ In. Diam. " shall be per each  
44 to include Mechanical Joint reducer, Mechanical Joint adaptor, MJ fitting and any required  
45 pipe and thrust blocking to make the connection from the new water main to the existing water  
46 main.

Measurement for the item "Remove Existing Water Main \_\_\_\_ In. Diam." shall be measured on a length basis from pipe end to pipe as noted on the plans and described as per linear foot.

"\_\_\_\_ In. Blow Off Assembly" will be measured per each, which includes pipeline tap and distance of blow off line from the pipeline tap to blow off location.

"Pipeline Marker" will be measured per each.

"Adjust Valve Box" will be measured per each.

"Potholing Existing Utility" will be measured per each location

#### **7-09.5 Payment**

Section 7-09.5 is supplemented with the following:

The second paragraph of Section 7-09.5 is replaced with the following:

(\*\*\*\*\*)

"\_\_\_\_ Pipe for Water Main \_\_\_\_ In. Diam.", per linear foot.

The unit contract price per linear foot for each size and kind of "\_\_\_\_ Pipe for Water Main \_\_\_\_ 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, fittings, Romac ROMAGRIP RGAP-D Series, RFCA Series and Sigma ONE-LOK SLDEH Series Pipe Joint Restraint, Romac ALPHA ALPHA-A Series or 400RG Series Pipe Connection Restraint, backfilling with Bank Run Gravel 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.

"HDSS D.I. Pipe for Water Main \_\_\_\_ In. Diam.", per linear foot.

The unit Contract price for "HDSS D.I. Pipe for Water Main \_\_\_\_ In. Diam." shall be full payment for all labor, equipment and materials required to complete the installation of the water main including but not limited to trench excavating, bedding, laying and jointing pipe, fittings, Romac ALPHA ALPHA-A Series or 400RG Series Pipe Connection Restraint, backfilling with Bank Run Gravel 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.

"Connect to Existing Water Main \_\_\_\_ In. Diam.", per each.

The unit contract price for "Connect to Existing Water Main \_\_\_\_ In. Diam." shall be full payment for connecting the new water main to the existing water main shown on the plans including all labor, equipment, fittings and any other materials required to complete the connection in accordance with this Section.

"Remove Existing Water Main \_\_\_\_ In. Diam.", per linear foot.

The unit contract price for "Remove Existing Water Main \_\_\_\_ In. Diam." shall be full payment for all labor, equipment and materials required to disconnect and abandon in place, remove

as necessary for new main installation, and/or permanent removal as directed by the Engineer, Tribal or City personnel the existing water main, disconnect and remove all valves, valve boxes, fittings, and other related items as specified and shown on the plans after new water main is in service.

“\_\_\_ In. Blow Off Assembly”, per each.

The unit Contract price for “\_\_\_ In. Blow Off Assembly” shall be full pay for all Work to furnish and install the pipeline tap, blow off line from the pipeline tap to the blow off location all valves and appurtenances as shown on the Contract plans and described in these specifications.

“Pipeline Marker”, per each.

The unit contract price for each of “Pipeline Marker” shall be full pay for all work to complete the installation of the markers near required appurtenances including but not limited to field layout of marker location, pipeline marker, excavation, concrete footing, cement mortar backfill, color strip tape, black figures, and all other work necessary for complete installation of markers per the Contract Documents.

“Adjust Valve Box”, per each.

The unit contract price for each of “Adjust Valve Box” shall be full pay for all work to complete the adjustment to grade of existing cast iron (or other) valve or water meter demarcation boxes at existing valve and meter locations shown in the Contract Documents.

“Pothole Existing Utility”, per each

The unit contract price for each of “Potholing Existing Utility” shall be full pay for all work to complete the utility location, including clear and concise documentation of utility location, type, size, and location marking at locations adjacent to new water utility placement shown in the Contract Documents.

## **7-12 VALVES FOR WATER MAINS**

### **7-12.2 Materials**

Section 7-12.2 is supplemented with the following:

(\*\*\*\*\*)

|                                                             |             |
|-------------------------------------------------------------|-------------|
| Gate Valve                                                  | 9-30.3(1)   |
| Butterfly Valve                                             | 9-30.3(3)   |
| Air Release and Combination Air Release / Air Vacuum Valves | 9-30.3 (10) |

System valves 2 inches to 12 inches shall be gate valves and shall be resilient wedge non-rising stem (NRS) with two internal O-ring stem seals. Gate valves shall be Mueller, M & H, or approved equal. Gate valves smaller than 2 inches shall be all U.S. Brass only and shall be manufactured by Mueller, Ford, McDonald, Jones, Jenkins, or equal.

Butterfly valves shall conform to ANSI/AWWA C504, Class 250, with cast iron short body and “O” ring stem seal. Valves in chambers shall have a manual crank operation. Buried valves

1 shall have a stem extension with AWWA 2-inch operating nut and suitable valve box. Butterfly  
2 valves shall be Dresser "450" or approved equal.

3  
4 All valves shall have a standard APWA cast iron water valve box set to grade with two-piece,  
5 extension type cast iron riser from valve. Valve box shall have a lug type cover, 8-inch top and  
6 24-inch bottom. Valve box lids shall have the word "WATER" cast in the upper surface.

7  
8 If valves are not set in paved area, a 4-inch thick, 3-foot square concrete pad shall be set  
9 around each valve box at finished grade. In areas where valve box falls in road shoulder, the  
10 ditch and shoulder shall be graded before placing asphalt or concrete pad. The valve and  
11 valve box shall be set plumb with the valve box centered on the operator nut. Valve boxes  
12 shall be set flush in pavement or road shoulder. See City of Marysville Standard  
13 Drawings 2-070-001 and 2-070-004.

14  
15 Operating Valve Nut Extension: A valve stem extension shall be installed whenever the valve  
16 operating nut is more than 48 inches below finished grade. Extensions are to be a minimum  
17 of 12 inches with only one extension per valve. The operator nut extension shall extend into  
18 the top section of the valve box and shall clear the bottom of the lid by a minimum of 10 inches.

19  
20 Valve Marker Post: Marker posts shall be carsonite CUM-375 blue with two anchors at bottom  
21 of marker. See City of Marysville Standard Plan 2-070-002.

22  
23 Where shown on the contract plans, the Contractor shall provide and install FJ DB Restraint  
24 Flexible Expansion Joint(s) as manufactured by ROMAC of the size and type called for in the  
25 plan or these specifications. The Engineer will consider or equal alternative(s) if equivalent  
26 product feature and durability is provided.

### 27 **7-12.3 Construction Requirements**

28 Section 7-12.3 is supplemented with the following:

29 (\*\*\*\*\*)  
30 Valves shall be restrained in accordance with Section 7-09.2 and if indicated shall be anchored  
31 and blocked as shown on the Plans in compliance with the WSDOT Standard drawing entitled  
32 "Standard Blocking Plan B-90.40.00". Minimum 5/8-inch-diameter reinforcing steel shall be  
33 used for anchoring yokes. The yokes shall be pre-formed providing a snug fit around the valve.  
34 The concrete blocking shall be isolated from the fitting with plastic sheeting or equal.

35  
36 Installation of FJ DB Restraint Flexible Expansion Joints shall be installed per manufacturers  
37 requirements and instructions. Backfill around expansion joints shall be pea gravel bedding.

38  
39 Contractor shall install as a new system with components to move the location of the existing  
40 City of Marysville and Tulalip Tribes flow monitoring mag-meter and complete with flow valve,  
41 check valve, mag-meter, vaults, supporting electrical and telcom conduits with service  
42 connection wiring, and piping starting at tee located at project STA 18+75 and ending at STA  
43 19+09 tee per detail on sheet UW9 in the 88th St NE Corridor Improvements plans in these  
44 Contract Documents.

**7-12.4 Measurement**

Section 7-12.4 is supplemented with the following:

(\*\*\*\*\*)

“Valve Marker Post”, will be measured per each.

“FJ DB Restraint Flexible Expansion Joints \_\_\_\_ In. Diam.”, will be measured per each.

No specific unit of measure will apply to the lump sum item “Replace 88th Mag-Meter” This includes associated vaults”.

**7-12.5 Payment**

Section 7-12.5 is supplemented with the following:

(\*\*\*\*\*)

“Valve Marker Post”, per each.

The unit contract price for each of “Valve Marker Post” shall be full pay for all work to complete the installation of the valve markers near required appurtenances including but not limited to field layout of maker location, excavation, concrete footing, cement mortar backfill, black figures, and all other work necessary for complete installation of valve markers per the Contract Documents.

“FJ DB Restraint Flexible Expansion Joints \_\_\_\_ In. Diam.”, per each.

The unit contract price for each “FJ DB Restraint Flexible Expansion Joints \_\_\_\_ In. Diam.” shall be full pay for all work to provided and complete the installation of the expansion joint in accordance with the manufactures installation requirements at the location and depth as shown on the Contract Plans.

“Replace 88th Mag-Meter”, per lump sum.

The lump sum contract price for “Replace 88th Mag-Meter” shall be full compensation for all labor, tools, equipment, and materials necessary to install at a new location the Flow Valve and Mag-Meter station as shown on the contract plans and specifications, including the vaults. Payment shall also include as incidental to the pay item, excavation, bedding, vaults and lids, flow valve, smaller bypass piping, check valve, system piping for valve and meter, mag-meter, vault sump pump, electrical and telecom conduits, electrical pedestal, electrical and telecom service wiring with connections, backfill, compaction, and restoration around the vaults, Flow valve and Mag-meter operations setting and commissioning (with assistance from City of Marysville Water Department personnel) for a complete and operable Mag-meter as shown on the plans and these specifications shall be included in the lump sum cost for “Replace Flow Mag-Meter and Vaults.”

1     **7-14                    FIRE HYDRANTS**

2     **7-14.4                Measurement**

3     Section 7-14.4 is supplemented with the following:

4        (\*\*\*\*\*)

5  
6        “Remove Existing Fire Hydrant”, will be measured per each.

7     **7-14.5                Payment**

8     Section 7-14.5 is supplemented with the following:

9        (\*\*\*\*\*)

10  
11        “Remove Existing Fire Hydrant”, per each.

12  
13        The unit Contract price for “Remove Existing Fire Hydrant” shall be full payment for all labor,  
14        equipment and materials required to remove, haul and dispose of existing fire hydrant as  
15        specified where shown on the plans. Contractor shall confirm disposal of existing fire hydrant  
16        with Tulalip Tribes and City of Marysville personnel first in case salvage opportunity is  
17        warranted / requested by those agencies.

18    **7-15                    SERVICE CONNECTIONS**

19    **7-15.4                Measurement**

20    Section 7-15.4 is supplemented with the following:

21        (\*\*\*\*\*)

22        Measurement for the item “Water Meter Connection - Landscape” shall be per each to include  
23        all labor, equipment and materials to connect a new water meter service for landscaping use  
24        to an existing or new water main within the Tulalip Tribes or City of Marysville water distribution  
25        system where shown on the plans and in accordance with this Section.

26  
27    **7-15.5                Payment**

28    Section 7-15.5 is supplemented with the following:

29        (\*\*\*\*\*)

30  
31        “Water Meter Connection - Landscape”, per each.

32  
33        shall be full payment for all labor, equipment and materials required to connect a new water  
34        meter service for landscaping use to an existing or new water main within the Tulalip Tribes  
35        or City of Marysville water distribution system by way of boring under the roadway, and/or  
36        excavating the service line trench, placing a new water meter per governing standard detail,  
37        backfilling, and cleanup where shown on the plans and in accordance with this Section.



## **7-17 SANITARY SEWERS**

### **7-17.2 Materials**

Section 7-17.2 is supplemented with the following:

(\*\*\*\*\*)

Pipe for sewer main line:

HDSS Restrained Joint Ductile Iron Pipe

9-05.13

### **7-17.3 Construction Requirements**

Section 7-17.3 is supplemented with the following:

(\*\*\*\*\*)

Installation of HDSS Restrained Joint Ductile Iron Pipe shall be per manufacturers requirements, instructions and as shown on the contract plans. The Contractor shall provide a polyethylene sleeve of correct size to wrap the HDSS pipe in before backfilling.

### **7-17.4 Measurement**

Section 7-17.4 is supplemented with the following:

(\*\*\*\*\*)

"HDSS D.I. Pipe for Sewer Main \_\_\_\_\_ In. Diam." will be measured per linear foot of installed sewer main of center line length from end point to end point of sewer segment run.

All work, equipment, and materials necessary for providing a complete sanitary sewer bypass system to maintain current level of service provided by existing conveyance system including pumps and temporary main piping if necessary during construction of new sewer main across project bridge due to plan shown installation work or contractor's preferred means/method of work is to be incidental to the Pay Item "HDSS D.I. Pipe for Sewer Main \_\_\_\_\_ In. Diam." per linear foot.

"Connect to Existing Sewer Main" shall be measured per each as noted on the plans.

"Remove Existing Sewer Main \_\_\_\_ In. Diam." shall be measured on a length basis from pipe end to pipe as noted on the plans and described as per linear foot.

"Remove Existing Sanitary Sewer Manhole" shall be measured per each as noted on the plans.

### **7-17.5 Payment**

Section 7-17.5 is supplemented with the following:

(\*\*\*\*\*)

"HDSS D.I. Pipe for Sewer Main \_\_\_\_\_ In. Diam.", per linear foot.

The unit Contract price for "HDSS D.I. Pipe for Sewer Main \_\_\_\_\_ In. Diam." shall be full payment for all labor, equipment and materials required to complete the installation of the sewer main including but not limited to trench excavating, bedding, laying and jointing pipe, connections to existing pipe, connections to existing or new manholes, backfilling with Bank

1 Run Gravel for trench backfill material, compaction, testing, and cleanup. There will be no  
2 additional compensation made for saw cutting, and the removal and wasting of trench  
3 excavation that is unsuitable for backfill.

4  
5 "Connect to Existing Sewer Main", per each.

6  
7 shall be full payment for all labor, equipment and materials required to excavate, bypass  
8 connection location, cut into existing main, plug, remove pipe, cast and install new sewer  
9 manhole atop existing main, connect existing sewer main to new sewer manhole, backfilling,  
10 compaction, testing, and cleanup.

11  
12 "Remove Existing Sewer Main \_\_\_\_ In. Diam.", per linear foot.

13  
14 shall be full payment for all labor, equipment and materials required to disconnect and  
15 abandon in place, remove as necessary for new main installation, and/or permanent removal  
16 as directed by the Engineer, Tribal or City personnel the existing sewer main as specified and  
17 shown on the plans.

18  
19 "Remove Existing Sanitary Sewer Manhole", per each.

20  
21 shall be full payment for all labor, equipment and materials required to disconnect and  
22 abandon in place, remove as necessary for new installation, and/or permanent removal as  
23 directed by the Engineer, Tribal or City personnel the existing manhole as specified and shown  
24 on the plans.

25  
**END OF DIVISION 7**

1 **Division 8**  
2 **Miscellaneous Construction**

3  
4 **8-01 Erosion Control and Water Pollution Control**

5  
6 **8-01.3 Construction Requirements**

7  
8 **8-01.3(1) General**

9  
10 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

11  
12 Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to read:

13  
14 (October 3, 2022)

- 15 3. Submit to the Engineer no later than the end of the next working day following  
16 the inspection a TESC Inspection Report that includes:  
17  
18 a. When, where, and how BMPs were installed, maintained, modified, and  
19 removed.  
20  
21 b. Observations of BMP effectiveness and proper placement.  
22  
23 c. Recommendations for improving future BMP performance with upgraded  
24 or replacement BMPs when inspections reveal TESC BMP deficiencies.  
25  
26 d. Identify for each discharge point location whether there is compliance with  
27 state water quality standards in WAC 173-201A for turbidity and pH.  
28

29 **8-02 Roadside Restoration**

30  
31 **8-02.1 Description**

32  
33 Section 8-02.1 is supplemented with the following:

34  
35 (August 4, 2014)

36 This work shall consist of removing and disposing of buried previously fabricated debris that  
37 may be encountered during soil amendment incorporation or excavation for irrigation  
38 systems.  
39

1 **8-02.2 Materials**

2  
3 ***Erosion Control and Roadside Planting***

4  
5 Section 9-14 is supplemented with the following:

6  
7 **Topsoil**

8  
9 **Topsoil Type A**

10 Section 9-14.2(1) is supplemented with the following:

11  
12 (\*\*\*\*\*)

13 Topsoil Type A shall meet the following requirements:

14  
15 Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of 5 milliequivalents  
16 CEC/100 g dry soil (U.S. EPA Method 9081).

17  
18 Organic content greater than 8-percent but less than 15-percent as measured on a dry weight  
19 basis using AASHTO T 267 Determination of Organic Content in Soils by Loss on Ignition.

20  
21 Topsoil Type A shall be 60-percent to 70-percent Sandy Loam and 40-percent to 30-percent  
22 Fine Compost by volume. Sandy Loam shall be as defined by the US Department of  
23 Agriculture Soil Classification System.

24  
25 The Contractor shall submit a Particle Size Analysis as a Type 1 Working Drawing from an  
26 independent accredited soils testing laboratory indicating the Material source and compliance  
27 with all Topsoil Type A specifications. The laboratory analysis shall be with a sample size of  
28 no less than 2 pounds.

29  
30 The Fine Compost shall conform to the requirements of Section 9- 14.4(8).

31  
32 **Seed**

33  
34 Section 9-14.3 is supplemented with the following:

35  
36 (NWR June 23, 2021)

37 Grass seed shall be a commercially prepared mixture with turf type perennial ryegrass as the  
38 highest percentage by weight of the grass seed mixture. Product labels shall be submitted to  
39 the Engineer for approval a minimum of 14 calendar days prior to use or application. The  
40 application rate shall be six pounds per 1000 square feet or as recommended by the product  
41 label.

(NWR September 12, 2019)

**Dry seed with Wildflower Mix**

All dry seed with wildflower mix shall be “non-endophyte enhanced”. Seed of the following composition and proportion shall be applied at a rate of 152 pounds per acre on all areas requiring seeding fertilizing and mulching within the project:

| Kind and Variety of Seed in Mixture                      | Pounds of Pure Live Seed |
|----------------------------------------------------------|--------------------------|
| Sterile Wheat Grass                                      | 48.0                     |
| Blue wildrye<br>(Elymus glaucus)                         | 18.0                     |
| Red fescue<br>(Festuca rubra ssp. ruba)                  | 18.0                     |
| Meadow barley<br>(Hordeum brachyantherum)                | 28.0                     |
| Canada reed<br>(Calamagrostis canadensis)                | 4.0                      |
| Tufted hairgrass<br>(Dechampsia cespitosa)               | 4.0                      |
| Chinese Houses<br>(Collinsia heterophylla)               | 17.0                     |
| White Dutch Clover<br>(Trifolium repens, pre-inoculated) | 6.0                      |
| California Poppy<br>(Eschscholzia californica)           | 5.0                      |
| Bird's Eye Gilia<br>(Gilia tricolor)                     | 2.0                      |
| Catchfly<br>(Silene armeria)                             | 1.0                      |
| Corn Poppy<br>(Papaver rhoeas)                           | 1.0                      |
| TOTAL                                                    | 152.0                    |

**Fertilizer**

The first paragraph of Section 9-14.4 is replaced with the following:

(NWR September 12, 2019)

Fertilizer shall be registered with the Washington State Department of Agriculture (WSDA) Organic Program. Fertilizer shall not contain raw manure and shall be inoculated with Organic Materials Review Institute (OMRI) certified mycorrhizal fungi in a pelleted or granular form. Mycorrhizal fungi may be added by the manufacturer or it may be added separately to the fertilizer blend at the rate specified by the manufacturer.

Fertilizer shall have the following Guaranteed Chemical Analysis (N-P-K):

N: 4 to 8

P: 1 to 4

K: 1 to 4

Water insoluble N shall be a minimum of 50% of the total available Nitrogen in the fertilizer.

Fertilizer shall be furnished in a standard, unopened, container with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked, all in accordance with State and Federal laws. The mycorrhizae product shall have a label specifying the number of viable propagules per unit weight.

## **Mulch and Amendments**

Section 9-14.5 is supplemented with the following:

(\*\*\*\*\*)

Bark Mulch shall be of fir and hemlock bark, 3" and smaller

**(NWR September 12, 2019)**

### **Soil Amendments**

Soil amendment shall be medium compost in accordance with Section 9-14.5(8).

## **Tackifier**

Section 9-14.5(7) is supplemented with the following:

(NWR September 12, 2019)

Soil binder or tackifier shall be Organic Tackifier.

## **8-02.3 Construction Requirements**

### **8-02.3(2) Work Plans**

#### **8-02.3(2)A Roadside Work Plan**

Section 8-02.3(2)A is supplemented with the following:

(\*\*\*\*\*)

### **Mitigation Pre-Construction Meeting**

The mitigation pre-construction meeting shall include a site review with the Contractor, the Engineer, and the Contracting Agency's Interdisciplinary Team. The Interdisciplinary Team will include, at a minimum, the Contracting Agency's biologist, landscape architect, environmental permit coordinator, and project inspector. A minimum of ten calendar days prior to the start of any mitigation Work, the Contractor shall request the pre-construction meeting and site review and shall include the meeting dates in the required progress schedule, and as specified in Section 1-08.

This requirement applies to the following mitigation site(s):

- Off-site mitigation area adjacent to 27th Avenue NE.
- Buffer mitigation areas north and south of 88th Street NE near Coho Creek.
- Restoration Areas in Coho Creek wetland and buffer areas.

1 **8-02.3(3)B Weed and Pest Control**

2  
3 Section 8-02.3(3)B is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 ***Herbicide Applications Prior to Clearing and Grubbing***

7 The Contractor shall treat the living unwanted vegetation within clearing and grubbing limits  
8 or where shown in the Plans as defined below. Treatment shall be with an approved herbicide  
9 two times prior to vegetation and soil disturbance within the specified site.

10  
11 ***Unwanted Vegetation***

12 In addition to noxious weeds, unwanted vegetation within roadside and mitigation areas  
13 throughout the project limits includes:

- 14  
15
  - Butterfly bush (*Buddleia* spp.)
  - 16 • Canadian thistle (*Cirsium arvense*)
  - 17 • Common reed (*Phragmites australis*)
  - 18 • Evergreen blackberry (*Rubus laciniatus*)
  - 19 • Giant hogweed (*Heracleum mantegazzianum*)
  - 20 • Hedge bindweed (*Calystegia sepium*)
  - 21 • Himalayan blackberry (*Rubus discolor* or *R. procerus*)
  - 22 • Knotweed (*Polygonum cuspidatum*, *P. bohemicum*, *P. sachalinense*, *P.*  
23 *polystachyum*)
  - 24 • Purple loosestrife (*Lythrum salicaria*)
  - 25 • Reed Canarygrass (*Phalaris arundinacea*)
  - 26 • Scotch broom (*Cytisus scoparius*)

27 The Contractor shall include the proposed timing of this Work in the progress schedule in  
28 accordance with Section 1-08.3. The Contractor shall submit the Weed and Pest Control Plan  
29 as specified in Section 8-02.3(2)B prior to beginning this Work. The Contractor shall make  
30 herbicide applications between March 1 and September 30. Two weeks or more after the first  
31 herbicide application and prior to clearing and grubbing, the Contractor shall cut and clear  
32 dead vegetation to ground level and dispose of it outside of the project limits.

33  
34 The Contractor shall make the second herbicide application after eight weeks or when the  
35 vegetation has regrown to a minimum of six inches in height, whichever comes first. The  
36 second application shall be performed after vegetation is showing new herbaceous growth  
37 and a minimum of two weeks prior to clearing and grubbing at the specified site.

38  
39 Herbicide applications shall be performed in accordance with the requirements of Section 8-  
40 02.3(3) and the approved Weed and Pest Control Plan. Care shall be taken to prevent  
41 herbicide damage to existing vegetation identified to be saved and protected as shown in the  
42 Plans.

43  
44 If Japanese knotweed is encountered within the project limits, it shall be chemically treated  
45 with an approved herbicide. Chemical treatment shall be applied for best results in late  
46 summer or early fall, unless the entire project construction working days fall outside of this  
47 time period.

1  
2 The preferred method of herbicide application is by stem injection. Should the Contractor  
3 choose the foliar application method, a second application will be required after the residual  
4 weeds have regrown to a height of 12 inches to achieve complete results. The second foliar  
5 application shall be at no additional cost to the Contracting Agency.  
6

7 After the Japanese knotweed is dead, the Contractor shall cut the dead stems to the ground,  
8 bag the debris, and dispose of the debris at a landfill or transfer station in accordance with  
9 local noxious weed requirements.  
10

#### 11 **8-02.3(4) Topsoil**

12  
13 Section 8-02.3(4) is supplemented with the following:  
14

15 (NWR September 12, 2019)

16 The Contractor shall notify the Engineer a minimum of 14 calendar days prior to topsoil  
17 placement.  
18

#### 19 **Approval and Acceptance**

20 The Contractor shall submit a sample of the topsoil and the proposed method of incorporation  
21 to the Engineer for approval a minimum of 14 calendar days prior to beginning placement.  
22 Acceptance samples shall be obtained at the point of delivery.  
23

24 The Contractor shall place topsoil to a reasonable, even, grade without localized low areas  
25 which will hold water.  
26

#### 27 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

28  
29 Section 8-02.3(5) is supplemented with the following:  
30

31 (NWR June 23, 2021)

#### 32 **Soil Decompaction**

33 For the locations designated in the Plans, the Contractor shall uniformly decompact the soil  
34 to a depth of 18 inches such that a soil penetrometer can be inserted to a minimum depth of  
35 12 inches with no more than 200 PSI of pressure using a 1/2 inch tip. Soil decompaction  
36 operations shall be scheduled between April 1 and September 30.  
37

38 The Contractor shall notify the Engineer a minimum of five working days prior to the start of  
39 soil decompaction work.  
40

41 The Contractor shall select a soil decompaction method that has the ability to fracture and  
42 shatter compacted soil to the specified depth with uniformity and without negative  
43 consequences to the soil structure in three or fewer passes.  
44

45 The soil decompaction will be accepted by the Engineer based on a field inspection of soil  
46 penetration measurements within the designated soil decompaction area. The Engineer will  
47 select random locations to measure soil decompaction using a soil penetrometer. Acceptance  
48 is based upon at least 75% of the soil decompaction readings meeting the PSI requirements.  
49



1 Following soil decompaction operations, the area shall be graded smooth and protected from  
2 construction activities except for those requiring planting, seeding or sodding.

3  
4 Soil amendment, compost and topsoil placement shall not proceed until the Engineer  
5 has accepted the soil decompaction.  
6

### 7 **8-02.3(7) Layout of Planting, Lawn and Seeding Areas**

8  
9 Section 8-02.3(7) is supplemented with the following:

10  
11 (\*\*\*\*\*)

12 Where planting in vicinity of existing vegetation to remain, following selective clearing,  
13 grubbing, and pruning to remove unwanted vegetation, the Contractor shall stake locations  
14 for planting within existing vegetation. Locations shall be staked a minimum of 3 feet from tree  
15 trunks and shall be located to avoid overhanging shrub branches.  
16

### 17 **8-02.4 Measurement**

18 Section 8-02.4 is supplemented with the following:

19  
20 (\*\*\*\*\*)

21 Topsoil A will be measured by the cubic yard.

22  
23 Bark or wood chip mulch will be measured by the cubic yard.  
24

### 25 **8-02.5 Payment**

26 Section 8-02.5 is supplemented with the following:

27  
28 (\*\*\*\*\*)

29 "Soil Amendment", per acre.

30  
31 The unit Contract price for "Soil Amendment", per acre shall be full payment for furnishing and  
32 incorporating the soil amendment into the existing soil.

33  
34 "Topsoil Type A", per cubic yard.  
35

36 The unit Contract price for "Topsoil Type A", per cubic yard shall be full payment for all costs  
37 for the specified Work.

38  
39 "Bark or Wood Chip Mulch", per cubic yard.  
40

41 The unit Contract price for "Bark or Wood Chip Mulch", per cubic yard shall be full payment  
42 for all costs for the specified Work.

43  
44 "Streambed Cobbles 4 In.", per ton.

45  
46 The unit Contract price for "Streambed Cobbles 4 In.", per ton shall be full payment for all  
47 costs for the specified Work.

48  
49 "Streambed Boulder Type Three", per each.  
50

1 The unit Contract price for "Streambed Boulder Type Three", per each shall be full payment  
2 for all costs for the specified Work.

3  
4 "Streambed Boulder Type Three", per each.

5  
6 The unit Contract price for "Streambed Boulder Type Three", per each shall be full payment  
7 for all costs for the specified Work.

## 8 9 **8-03 Irrigation Systems**

### 10 **8-03.2 Materials**

11 Section 8-03.2 is supplemented with the following:

12  
13 (\*\*\*\*\*)

14 Materials shall meet the requirements of section 9-15 including the following sub-sections:

|    |                                      |           |
|----|--------------------------------------|-----------|
| 15 |                                      |           |
| 16 | Polyvinyl Chloride Pipe and Fittings | 9-15.1(2) |
| 17 | Automatic Controllers                | 9-15.3    |
| 18 | Irrigation Heads                     | 9-15.4    |
| 19 | Gate Valves                          | 9-15.6    |
| 20 | Automatic Control Valves             | 9-15.7(2) |
| 21 | Quick Coupling Valves                | 9-15.8    |
| 22 | Drain Valves                         | 9-15.9    |
| 23 | Cross Connection Control Devices     | 9-15.11   |
| 24 | Pressure Regulating Valves           | 9-15.13   |
| 25 | Electrical Wire and Splices          | 9-15.17   |
| 26 | Detectable Marking Tape              | 9-15.18   |
| 27 |                                      |           |

### 28 **8-03.3 Construction Requirements**

#### 29 **8-03.3(1) General Requirements**

30 The first paragraph of section 8-03.3(1) is replaced with the following:

31  
32 (\*\*\*\*\*)

33 The Contractor shall design and install permanent in-ground irrigation, restore existing  
34 irrigation systems impacted by construction and install temporary above ground automatic  
35 irrigation systems in accordance with WSDOT Section 8-03 requirements where as shown on  
36 the Plans.

37  
38 The irrigation system shall include site preparation, installation, system components, and  
39 instructions necessary for successful construction of the irrigation system. The Contractor  
40 shall submit design plans that show locations for sprinkler heads or drip irrigation tubing,  
41 piping, valves and sleeve locations to irrigate planting and lawn areas.

42  
43 The irrigation system shall include separate water service, from existing or new water meters  
44 and separate control systems for Tulalip, WSDOT and City of Marysville-maintained areas.

Quick coupler valves shall be installed for all landscape planting areas where in the plans permanent irrigation is shown to be installed. One quick coupler shall be installed for each irrigation zone as defined as having an automatic control valve.

Temporary watering systems shall keep all plantings and grass sufficiently watered to ensure plant establishment and shall be operated by the Contractor until the end of plant establishment and turned over to the owner after the Contract.

#### **8-03.3(2) Submittals**

Section 8-03.3(2) is supplemented with the following:

(\*\*\*\*\*)

Irrigation Plans – Type 2 Working Drawings showing the irrigation systems and locations and details for all system components for sprinkler heads, piping, valves and sleeve locations under pavement as needed to irrigate planting and lawn areas.

The contractor shall submit a maintenance and operations manual and irrigation audit reports for all permanent irrigation systems.

#### **8-03.3(3) Layout of Irrigation System**

Section 8-03.3(3) is supplemented with the following:

(\*\*\*\*\*)

Irrigation heads shall be laid out with head-to-head coverage such that the sprinkler heads spray throw reaches a minimum of 90 percent of the radius distance to the adjacent sprinkler head. Sprinkler heads shall be laid out to limit overspray to paved areas, bodies of water, and/or other areas where irrigation is not desired to not exceed 5 percent of the total irrigation system volumetric flow. Where restoring or expanding existing drip irrigation system layout new drip tubing in the same configuration and spacing as done for the existing system.

#### **8-03.3(5) Installation**

Section 8-03.3(5) is supplemented with the following:

(\*\*\*\*\*)

All valves for permanent and temporary irrigation systems shall be installed below grade in plastic valve boxes and shall be located in landscape areas.

#### **8-03.3(11) System Operation**

Section 8-03.3(11) is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall provide all utility services including but not limited to supply and installation for a fully functional irrigation system and shall be responsible for all costs.

The Contractor shall be responsible for all maintenance, upkeep, and repair of the property structures and landscaping including, but not limited to, yearly winterization of the irrigation system, spring start up testing of the irrigation system, and grass cutting.

1 All irrigation piping shall be pressure tested for leaks prior to backfilling pressurized irrigation  
2 main and lateral lines.

3 **8-03.3(13) Irrigation Water Service**

4 Section 8-03.3(13) is supplemented with the following:

5  
6 (\*\*\*\*\*)

7 The Contractor shall prepare an irrigation water use estimate to the Engineer for review and  
8 comment with each stage of landscaping submittals.

9  
10 The Contractor shall provide water meters as required to supply sufficient water to provide the  
11 equivalent of 1 inch of precipitation per week as to all landscape areas shown to require  
12 irrigation in the plans.

13 **8-03.4 Measurement**

14 Section 8-03.4 is supplemented with the following:

15  
16 (\*\*\*\*\*)

17 No measurement will be made for the lump sum item "Permanent Irrigation System" or  
18 "Temporary Irrigation System".

19 **8-03.5 Payment**

20 Section 8-03.5 is supplemented with the following:

21  
22 (\*\*\*\*\*)

23 "Permanent Irrigation System", per lump sum.

24  
25 "Temporary Irrigation System", per lump sum.

26  
27 The lump sum contract price for "Permanent Irrigation System" and "Temporary Irrigation  
28 System" shall be full compensation for all labor, tools, equipment, and materials necessary to  
29 design, prepare plans, furnish and install the irrigation system equipment and components  
30 per Plans or as otherwise approved by the Engineer, all costs of initial and annual inspections  
31 and tests performed on cross connection control devices and electrical wire testing during the  
32 life of the Contract and As Built Plans.

33  
34 The Contractor shall be responsible for all costs associated with water for irrigation and  
35 watering, including, but not limited to, usage, for watering or irrigation of lawns, planting areas,  
36 and trees for the duration of the Project and through the plant establishment period.

37 **8-10 GUIDE POSTS**

38 **8-10.3 Construction Requirements**

39 Section 8-10.3 is supplemented with the following:

40 (\*\*\*\*\*)

41 **Pond Marker**

42 This work shall consist of placing flexible guide posts as pond sediment markers as detailed  
43 in and at locations shown in the Plans and per Section 8-10.

1  
2 **8-10.4 Measurement**

3 Section 8-10.4 is supplemented with the following:

4 (\*\*\*\*\*)

5 Pond Markers will be measured by the unit for each post furnished and installed.

6 **8-10.5 Payment**

7 Section 8-10.5 is supplemented with the following:

8 (\*\*\*\*\*)

9 "Pond Marker", per each.

10  
11 **8-11 Guardrail**

12  
13 **8-11.3 Construction Requirements**

14  
15 **8-11.3(1) Beam Guardrail**

16  
17 Section 8-11.3(1) is supplemented with the following:

18  
19 (April 5, 2010)

20 This project may contain a mixture of steel and wood posts. The bidder is advised that  
21 post selection will be as detailed in the plans and these specifications.  
22

23 **8-12 Chain Link Fence and Wire Fence**

24  
25 **8-12.2 Materials**

26  
27 Section 8-12.2 is supplemented with the following:

28  
29 **(September 8, 2020)**

30 **Coated Chain Link Fence**

31 Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square  
32 foot of surface area.

33  
34 Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material  
35 at least 2 mils in thickness. Any pretreatment or coating shall be applied in accordance with  
36 the manufacturer's written instructions. The Contractor shall provide the Engineer with the  
37 manufacturer's written specifications detailing the product and method of fabrication. The  
38 color shall match SAE AMS Standard 595 color number \*\*\*27038\*\*\*.  
39

40 Samples of the coated fencing materials shall have received the Engineer's acceptance prior  
41 to installation on the project.  
42

43 The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum  
44 of 14 ounces each of paint of the color specified above. The touch-up paint shall be  
45 compatible with the coating system used.  
46

## **8-14 Cement Concrete Sidewalks**

### **8-14.1 Description**

Section 8-14.1 is supplemented with the following:

(\*\*\*\*\*)

This work shall consist of cement concrete sidewalk with weld wire reinforcement at the locations called for in the Plans and these Specifications.

### **8-14.2 Materials**

Section 8-14.2 is supplemented with the following:

(\*\*\*\*\*)

#### **Welded Wire Reinforcement**

Welded wire fabric shall be 4 inch by 4 inch, W4.0 x W4.0 and meet the requirements of Section 9-07.7.

### **8-14.3 Construction Requirements**

Section 8-14.3 is supplemented with the following:

(October 3, 2022)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces

8. Contractor ADA survey and ADA Feature as-built requirements

9. Cold Weather Protection

**(January 7, 2019)**

**Layout and Conformance to Grades**

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

**8-15 Roundabout Cobbles**

**Description**

Section 8-15.1 is supplemented with the following:

(\*\*\*\*\*)

This work shall include placement of roundabout cobbles at the locations called for in the Plans.

**Materials**

Section 8-15.2 is supplemented with the following:

(\*\*\*\*\*)

**Roundabout Cobbles**

Roundabout cobbles shall be clean, naturally occurring water rounded material. Roundabout cobbles shall have a distribution of cobble sizes and conform to the following grading as shown in the Plans:

6-8 inch cobble (100%).

Size of cobbles shall be determined based on Approximate Size measurements in Standard Specification 9-03.11(4). The grading of the cobbles shall be determined by the Engineer by visual inspection of the load before it is dumped into place.

**Construction Requirements**

Section 8-15.3 is supplemented with the following:

(\*\*\*\*\*)

**Roundabout Cobbles**

Roundabout cobbles shall be placed at the locations shown in the Plans. No bare areas in these locations shall be allowed.

**Measurement**

Section 8-15.4 is supplemented with the following:

(\*\*\*\*\*)

Roundabout cobbles will be measured by the ton placed.

1       **Payment**

2       Section 8-15.5 is supplemented with the following:

3  
4       (\*\*\*\*\*)

5       "Roundabout Cobbles", per ton.

6  
7       **8-20    Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and**  
8       **Electrical**

9  
10      **8-20.1 Description**

11  
12      Item No. 3 of Section 8-20.1 is supplemented with the following:

13  
14      **(NWR ITS August 25, 2020)**

15      **INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**

16      3a. Traffic Data Accumulation and Ramp Metering System

17      3b. Closed Circuit Television System

18      3c. Variable Message Sign System

19      3d. Active Traffic Management System

20      3e. Communication Conduit System

21      3f. Communication Cables and Interfaces

22      3g. Video, Voice & Data Distribution & Transmission System

23  
24      Section 8-20.1 is supplemented with the following:

25  
26      **(NWR ITS August 25, 2020)**

27      **Communication Conduit System**

28      This Work shall consist of furnishing and installing the facilities used to mechanically  
29      accommodate the communication components of the ITS System. The Contractor shall be  
30      responsible for interfacing with the existing communications system and satisfying system  
31      compatibility with regard to the existing facilities and this communications system extension.  
32      Conduit shall be supplied as a system from a single manufacturer providing all of the steel  
33      and PVC conduit; all required fittings, terminations, and other installation accessories; all in  
34      accordance with the Plans, the Standard Specifications and these Special Provisions.

35  
36      **(NWR ITS August 25, 2020)**

37      **Communication Cables And Interfaces**

38      This Work shall consist of furnishing, installing and testing all materials and equipment  
39      necessary to complete in place the communication cable and interface system and, when  
40      specified, the modification of such an existing system.

41  
42      **(NWR ITS August 25, 2020)**

43      **Video, Voice & Data Distribution & Transmission System**

44      This Work shall consist of furnishing and installing all materials and equipment necessary to  
45      complete in place the Video, Voice & Data Distribution & Transmission System, and when  
46      specified, the modification of such existing systems.



1 **8-20.2 Materials**

2  
3 Section 8-20.2 is supplemented with the following:

4  
5 ***Conduit, Innerduct, and Outerduct***

6  
7 **Rigid Metal Conduit Fittings and Appurtenances**

8  
9 Section 9-29.1(2) is supplemented with the following:

10  
11 **(NWR ESP August 25, 2020)**

12 **Conduit Coatings**

13 Electroplated couplings are not allowed.

14  
15 **(NWR ESP August 25, 2020)**

16 **Surface Mounting Conduit Attachment Components**

17 Channel supports and all fastening hardware components shall be Type 304  
18 stainless steel. Conduit clamps shall be one piece, two bolt units with lock washers.

19  
20 **Foam Conduit Sealant**

21 Section 9-29.1(11) is supplemented with the following:

22  
23 **(January 7, 2019)**

24 The following products are accepted for use as foam conduit sealant:

- 25  
26
  - CRC Minimal Expansion Foam (No. 14077)
  - Polywater FST Foam Duct Sealant
  - Superior Industries Foam Seal
  - Todol Duo Fill 400

27  
28  
29  
30  
31 ***Junction Boxes, Cable Vaults, and Pull Boxes***

32 Section 9-29.2 is supplemented with the following:

33  
34 **(September 3, 2019)**

35 **Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, and Pull Boxes**

36 Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box  
37 or vault shall have slip-resistant surfacing material applied to the steel lid and frame of  
38 the box or vault. Where the exposed portion of the frame is ½ inch wide or less, slip-  
39 resistant surfacing material may be omitted from that portion of the frame.

40  
41 Slip-resistant surfacing material shall be identified with a permanent marking on the  
42 underside of each box or vault lid where it is applied. The permanent marking shall be  
43 formed with a mild steel weld bead, with a line thickness of at least 1/8 inch. The marking  
44 shall include a two character identification code for the type of material used and the  
45 year of manufacture or application. The following materials are approved for application  
46 as slip-resistant material, and shall use the associated identification codes:

- 47  
48
  1. Harsco Industrial IKG, Mebac #1 - Steel: **M1**
  - 49 2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: **S3**

- 1  
2 3. Thermion, SafTrax TH604 Grade #1 – Coarse: T1  
3

4 **Cable Vaults and Pull Boxes**

5  
6 Section 9-29.2(2) is supplemented with the following:  
7

8 **(NWR ITS August 25, 2020)**

9 **Cable Vaults and Pull Boxes**

10 Cable vaults and pull boxes shall meet AASHTO M-199, H-20 or H-35 loading  
11 requirements. Cable vaults and pull boxes installed in paved shoulders or lanes  
12 that will be subjected to vehicular traffic during any phase of this contract or as  
13 specified in the Plans shall meet H-35 loading requirements. Cable vaults and pull  
14 boxes shall be fabricated in accordance with ASTM C857-83 and C858-83. Cable  
15 vaults and pull boxes shall be per Standard Plans J-90.10 and J-90.20. All cable  
16 vaults and pull boxes shall include the following provisions:  
17

- 18 1. Cable pulling irons positioned to afford bi-directional cable installation  
19 through the cable vault or pull box.  
20  
21 2. All cable racking hardware shall be stainless steel.  
22  
23 3. Cable vaults meeting H-20 requirements shall have a hinged and spring-  
24 assisted double steel plate cover. Cable vaults and pull boxes meeting H-  
25 35 requirements shall have round cast iron lids. Pull boxes meeting H-20  
26 requirements shall have a hinged, single plate cover. All cable vault and  
27 pull box covers shall be marked with ITS legend according to Standard  
28 Plans J-90.10 and J-90.20.  
29

30 Above ground pull boxes shall be a minimum 16 inches wide by 16 inches high and  
31 8 inches deep, unless otherwise specified in the Plans. Above-ground boxes shall  
32 be fabricated in accordance with NEMA 4X designation for stainless steel  
33 enclosures. Pull boxes shall be equipped with a removable front panel for access  
34 to all conduits. The front panel shall be hinged and the entire pull box shall be  
35 fabricated from stainless steel.  
36

37 **Cover Markings**

38  
39 Section 9-29.2(4) is supplemented with the following:  
40

41 **(NWR ESP August 25, 2020)**

42 **Junction Box Identification**

43 Junction boxes shall be marked "WSDOT" when the junction boxes are to be  
44 installed as part of a future raceway system in a bridge structure, vehicle barrier,  
45 pedestrian barrier, or roadway crossing and the future raceway system is not  
46 connected to an illumination, signal, interconnect, or ITS raceway system.  
47

48 Junction boxes, pull boxes and cable vaults containing only Traffic Signal  
49 Interconnect (fiber optics) cable shall be marked or embossed with the legend  
50 "COMM".

1  
2 **Fiber Optic Cable, Electrical Conductors, and Cable**  
3

4 Section 9-29.3 is supplemented with the following:  
5

6 **(NWR ITS August 25, 2020)**

7 **Quality Assurance**

8 All materials described in this section shall meet or exceed the applicable provisions of  
9 the following documents:  
10

- 11 1. CFR Title 7, Section 1755.900, RUS Specification for Filled Fiber Optic Cables.
- 12 2. ANSI, C8.47-1983, American National Standard for Polyolefin-insulated
- 13 Thermoplastic Jacketed Communication Cables.
- 14 3. TIA/EIA-455-28-C, Method for Measuring Tensile Failure Point of Optical
- 15 Waveguide Fibers.
- 16 4. TIA/EIA-455-34-A, Interconnection Device Insertion Loss Test.
- 17 5. TIA/EIA-455-95-A, Absolute Optical Power Test for Optical Fibers and Cables.
- 18
- 19
- 20
- 21
- 22

23 **Fiber Optic Cable**  
24

25 Section 9-29.3(1) is supplemented with the following:  
26

27 **(NWR ITS August 25, 2020)**

28 **Communication Cables And Interfaces**

29 The Contractor shall provide manufacturer's certification that the submitted cable  
30 shall comply with the Rural Utilities Service (RUS) Specification 1755.900 as  
31 currently amended and with the requirements set forth in this Special Provision.  
32 Any deviations from these Specifications shall be conspicuously noted in the  
33 Contractor's submittal.  
34

35 Each cable shall contain the total number of optical fibers as specified in the Plans.  
36 The fibers shall be placed in loose buffer tubes in groups of 12.  
37

38 The fiber optic cable outer jacket shall be marked with the manufacturer's name,  
39 the year of manufacture, the words OPTICAL CABLE and sequential meter marks.  
40 The markings shall be repeated every one meter. The actual length of the cable  
41 shall be within +/- 0.1% of the length marking. The marking shall be in contrasting  
42 color to the jacket. The marking shall be 2.5 mm in height and shall be permanent  
43 and weatherproof.  
44

45 Cable shall be of loose tube design. The tubes shall be surrounded by dry moisture  
46 blocking filling compound or tape. The tubes may be filled with dry moisture  
47 blocking powder surrounding the fibers.  
48

The cable shall be constructed with the following components:

1. A dielectric central strength member
2. Buffer tubes containing optical fibers
3. Aramid (Kevlar) yarn
4. Outer MDPE jacket

The Contractor shall provide all materials required for the installation and splicing of the specified communications cables, power cables and associated interface devices.

At the request of the Engineer, the Contractor shall submit a 3-foot sample cable section to the Engineer for approval for each type of cable to be provided.

### **Singlemode Fiber Optic Cable**

Section 9-29.3(1)A is supplemented with the following:

**(NWR ITS August 25, 2020)**

#### **Communication Cables And Interfaces**

The fibers shall support the transmission of wavelengths for Coarse Wavelength Division Multiplexing (CWDM) as defined in ITU G694.2.

### **Electrical Conductors and Cable**

Section 9-29.3(2) is supplemented with the following:

**(NWR ESP August 25, 2020)**

#### **Video Detection Cable**

Coaxial cable or combination (composite/Siamese) cable for video detection shall be RG59/U with a manufacturer's rating of 600 Volts (Non UL - manufacturer's voltage rating of the insulation is acceptable). Combination cable shall be in accordance with the video detection system manufacturer's recommendations for the length of cable required.

#### **Multi-Conductor Cable**

Section 9-29.3(2)B is supplemented with the following:

**(NWR ESP August 25, 2020)**

Two-conductor through ten-conductor unshielded control cable shall be size 14 AWG.

1           **Detector Loop Wire**

2  
3           Section 9-29.3(2)F is revised to read:

4  
5                   (NWR ESP August 25, 2020)

6           Detector loop wire shall use 14 AWG stranded copper conductors, and shall  
7           conform to IMSA Specification 51-7, with cross-linked polyethylene (XLPE)  
8           insulation encased in a polyethylene outer jacket (PE tube).

9  
10           **Twisted Pair Communications Cable**

11  
12           Section 9-29.3(2)I is supplemented with the following:

13  
14                   (NWR ESP August 25, 2020)

15           **Aerial Communication Cable**

16           Aerial communication cable shall meet REA specification PE-38 and shall be  
17           22 gauge. The number of cable pairs shall be as shown in the Plans.

18  
19                   (NWR ITS August 25, 2020)

20           **Outdoor Rated Category 6 Cable**

21           A Category 6 outside plant rated cable shall be provided for connecting  
22           Ethernet devices that are in separate cabinets. The cable shall contain four  
23           twisted pairs of #23 or #24 AWG solid bare copper wire. Each pair shall be  
24           uniquely color coded with a Thermoplastic Polyolefin jacket.

25  
26           The cable outer jacket shall be Polyolefin with a minimum wall thickness of  
27           0.040 inches. The cable shall be flooded for moisture protection.

28  
29           The cable shall have a voltage rating of 300V.

30  
31           The cable shall be UL listed. It shall support up to IEEE 802.3 1000Base-T  
32           Ethernet and IEEE 802.3af for power over Ethernet.

33  
34           The cable shall be terminated on each end with an RJ45 connector.

35  
36           **Ethernet Cable**

37  
38           Section 9-29.3(2)J is supplemented with the following:

39  
40                   (\*\*\*\*\*)

41           Where cable runs exceed 100 meters or where field devices require greater  
42           than 60 watts of Power over Ethernet, Ethernet cable shall be constructed with  
43           22 AWG solid copper conductors and shall be specifically designed and  
44           manufacturer-certified for extended-distance Ethernet and IEEE 802.3bt Type  
45           4 operation. The cable shall be certified to support a minimum of 2.5GBASE-T  
46           and 100 watts PoE over 200 meters.

## **Light And Signal Standards**

Section 9-29.6 is supplemented with the following:

**(January 6, 2025)**

### **Light Standards with Type 1 Luminaire Arms**

Lighting standards shall be fabricated in conformance with the methods and materials specified on the pre-approved Plans listed below, provided the following requirements have been satisfied:

- (a) Light source to pole base distance (H1) shall be as noted in the Plans. Verification of H1 distances by the Engineer, prior to fabrication, is not required. Fabrication tolerance shall be 6 inches.
- (b) All other requirements of the Special Provisions have been satisfied.

| Fabricator                    | Pre-Approved Drawing No.                | Rev. | Mounting Height(s) (feet)            |
|-------------------------------|-----------------------------------------|------|--------------------------------------|
| Valmont Ind., Inc.            | DB01164,<br>Sheets 1-5 of 5             | B    | 30, 35, 40,<br>and 50                |
| Ameron Pole Products Division | WA15LT3721,<br>Sheets 1 and 2 of 2      | A    | 20, 25, 30,<br>35, 40, 45,<br>and 50 |
| Millerbernd Manufacturing Co. | 74515-WA-LP1-BB,<br>Sheets 1 and 2 of 2 | H    | 30, 35, 40,<br>and 50                |
| Millerbernd Manufacturing Co. | 74515-WA-LP1-ELBOW,<br>Sheets 1-3 of 3  | J    | 30, 35, 40,<br>and 50                |
| Millerbernd Manufacturing Co. | 74515-WA-LP1-SB,<br>Sheets 1-3 of 3     | H    | 30, 35, 40,<br>and 50                |

## **Steel Light and Signal Standards**

Section 9-29.6(1) is supplemented with the following:

**(NWR ESP August 25, 2020)**

### **Light and Signal Standard Painting**

Galvanized steel light and signal standards shall not be painted.

**(\*\*\*\*\*)**

Section 9-29.6(6) is added as follows:

### **Decorative Light Standards**

#### **Decorative Light Standards - Tulalip**

Light poles for the illumination systems shall be concrete manufactured by Centrecon with the following specifications:

- 1. Poles: Medium, octagonal, concrete, Type MBO-X10 (Medium – Base Plate – Octagonal), pole height 32 feet 10 inches (for 35-foot-nominal luminaire mounting height with luminaire arm rise).
- 2. Pole Finish: No. 113 (Medium, exposed, grey).

3. Luminaire Arm: Type AE with an arm length of 8 feet or 16 feet as noted in Plans.

#### **Decorative Light Standards - Marysville**

All decorative luminaire standards, luminaire arms, decorative bases, and visible mounting hardware shall be of the color RAL 7022, Umbra Grey, or approved equivalent with a powder coating.

Vehicular Scale luminaire installations shall include the below or latest models:

1. Cyclone Majesta Series Pendant Style Fixture product number CO12P1-DP3AR-3-130-4k
2. Valmont 35' Round Tapered Decorative Light Structure per the Plans
3. VISCO S 22 Cast Iron Decorative Base

Decorative street light standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. All welds shall comply with the latest AASHTO Standard Specifications for Support of Highway Signs, Luminaires, and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A, Welding Inspection.

All decorative street light standards shall meet the following:

1. All poles and arms shall be round tapered steel.
2. All lamps and electrical components shall be accessible without tools.
3. Decorative street light standards, luminaire arms, banner arms (if required), decorative bases, and visible mounting hardware shall be of the color **RAL 7022 (umbra Grey)**, or approved equivalent with a powder coating.
4. Bolts shall be per manufacturer recommendation and installed per the Plans and Specifications.
5. All poles shall have a handhole for access to the tray-mounted ballasts.
6. All standards shall be rated to withstand 100 MPH steady wind with a gust factor of 1.3.
7. Bolt circle allowed shall be 11" - 13".
8. All poles and luminaire arms shall incorporate decorative elements identical too or similar to those shown within the Plans.

#### **Luminaires**

##### **Conventional Roadway Luminaires**

Section 9-29.10(1) is supplemented with the following:

(\*\*\*\*\*)

Section 9-29.10(1)C is added as follows:

##### **LED Conventional Roadway Luminaires - Tulalip**

Luminaires shall be LED units as manufactured by Cree Guideway Series model identifications, applied as noted in the Plans:

1. GWYM-A-10L-40K7-2M-UL-GY
2. GWYM-A-13L-40K7-3M-UL-GY.

(\*\*\*\*\*)

Section 9-29.10(5) is added as follows

**Decorative Luminaires**

**Decorative Luminaires - Marysville**

Decorative luminaire fixture installations for Marysville illumination system(s) shall include the following or latest models:

1. Cyclone Majesta Series Pendant Style Fixture product number CO12P1-DP3AR-3-130-4k

The Decorative Luminaire shall incorporate the following features:

1. External label per ANSI C136.15
2. Internal label per ANSI C136.22.
3. Start and operate in -20°C to +40°C ambient.
4. Housing capable of being mounted on a standard 2-inch roadway pole pipe tenon.
5. Housing manufactured from die cast low copper alloy aluminum designed to minimize corrosion.
6. Housing color shall be gray.
7. Electrical components accessible through a swing-down entry door secured by a trigger latch or similar toolless entry mechanism.
8. Rated for the ANSI C136.31 Vibration Level 1.
9. Shall accept the voltage range of 120-277 at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent consistent with NEMA SSL 1.
10. LED light engine shall be protected from the elements by a prismatic glass lens.
11. A thermal management system that promotes maximum air flow through the luminaire to ensure maximum life at 25 degree centigrade with no appreciable loss of lumen output.
12. Protection against solar heating when not in operation.
13. Dark sky optics.
14. Glass tertiary optics that will not discolor or become brittle over time.
15. Sealed optics system rated for IP66 against water and dirt infiltration.
16. Surge protection module to protect the LED drivers, photo controls, transfer switches, and relays from electrical disturbances as defined by ANSI/IEEE C62.41, Category C. The unit shall be replaceable through the use of modular plug and wiring.
17. Solid state multi volt electrical drivers with a rated life of 100,000 hours.
18. Electrical drivers mounted in a heat sink and located such that they are isolated from heating by the sun when not in use.
19. Photoelectric cell control receptacle that is adjustable without tools and is designed to meet UI1598 specifications for wet operation. Shorting Cap shall be included with luminaire.
20. Luminaires shall incorporate LED lamps with an L70 rated LED lamp of 70,000 hours or greater and driver life of 100,000 hours or greater.
21. LED lamps shall have a color temperature of 4000K (+/- 350K).
22. LED's shall be 100% mercury and lead free.
23. Luminaire shall have a minimum Color Rendering Index (CRI) of 60.
24. LED light source(s) and driver(s) shall be RoHS compliant.



25. Decorative street light standards, luminaire arms, banner arms and visible mounting hardware shall be of the color RAL 7022 (umbra Grey), or approved equivalent with a powder coating.

### **Control Equipment**

#### **Photoelectric Controls**

Section 9-29.11(2) is supplemented with the following:

(\*\*\*\*\*)

One photocell shall be installed for all luminaires in the signal system. The photocell shall be located on the top of the electrical service cabinet unless otherwise specified in the plans.

### **Electrical Splice Materials**

#### **Traffic Signal Splice Material**

Section 9-29.12(2) is supplemented with the following:

(NWR ESP August 25, 2020)

Induction loop splices shall be either the heat shrink type or the re-enterable type with end cap seals

### **Control Cabinet Assemblies**

#### **Traffic Signal Controller**

Section 9-29.13(3) is supplemented with the following:

(NWR ESP August 25, 2020)

#### **Signal Controller**

\*\*\* 2070\*\*\* control equipment shall be used in this Contract.

#### **Emergency Preemption**

Section 9-29.13(6) is supplemented with the following:

(NWR ESP August 25, 2020)

#### **Preemption**

The system shall be capable of preempting the controller to the phases shown in the Plans when a signal is received from the field detector.

Pre-emption equipment shall be Opticom.

#### **Opticom**

If Opticom pre-emption equipment is used, the Contractor shall furnish and install the following:

1. Pre-emption detectors shall be Opticom Model 711.

- 1  
2 2. Discriminators shall be four-channel model 454 units. One is required  
3 at each controller.  
4

5 In addition, where auxiliary Opticom pre-emption is used, the Contractor shall  
6 furnish and install the following:  
7

- 8 3. A 757 auxiliary optical detector wiring harness where more than one  
9 detector is called for per channel.  
10  
11 4. A twelve position terminal block of the barrier type rated for 20A at 600  
12 volts RMS minimum and meeting the requirements of Chapter 11 of  
13 the Type 170 Hardware Specification, FHWA IP-78-16 as currently  
14 amended.  
15

## 16 **NEMA and Type 2070 Controllers and Cabinets**

### 17 **Auxiliary Equipment for Type 2070 Assemblies**

18  
19  
20 Section 9-29.13(10)B is supplemented with the following:  
21

22 **(NWR ESP August 25, 2020)**

#### 23 **Controller Auxiliary Equipment**

24 Traffic signal control equipment to be furnished shall be provided with:  
25

- 26 1. Flash Indication Jumper Plugs  
27 One for each vehicle display load switch socket (eight minimum).  
28 Provides quick and easy change of indications, either red or yellow,  
29 for display during flashing operations.  
30  
31 2. Load Switches  
32 All load switches shall be model 200 units equipped with replaceable  
33 solid state relay modules. Load switches shall be provided for all  
34 phases, not just phases used with the current configuration.  
35  
36 3. Conflict Monitor  
37 For type 170E controllers, the conflict monitor shall be a Model 210N  
38 unit. For 2070, 2070E and ITS/ATC controllers the conflict monitor  
39 shall be a Model 2010 ECL unit. The conflict monitor shall be capable  
40 of supporting the flashing yellow arrow signal head display  
41 configuration.  
42  
43 4. Loop Detectors  
44 A total of 16 two-channel loop detectors are required at each cabinet.  
45 Detectors shall be Reno A & E Type "C1103-SS".  
46

1                   **Cabinets for Type 2070 Controllers**

2  
3                   Section 9-29.13(10)D is supplemented with the following:

4  
5                   **(NWR ESP August 25, 2020)**

6                   **Cabinet Construction**

7                   Construction shall be of 0.125-inch sheet aluminum (5052 alloy), with mill  
8                   finish.

9  
10                  **(NWR ESP August 25, 2020)**

11                  **Generator Transfer Switch**

12                  A Generator Transfer Switch in accordance with Section 9-29.13(8) shall be  
13                  installed on the same side of the cabinet as the Police Panel and parallel with  
14                  the Police Panel.

15  
16                  **Traffic Data Accumulator and Ramp Meters**

17                  Section 9-29.13(11) is supplemented with the following:

18  
19                  **(NWR ITS August 25, 2020)**

20                  **Model 334L Cabinet**

21                  The cabinet shall meet the requirements of Section 9-29.13(11) as supplemented  
22                  below:

23  
24                  One rack mount vehicle loop detector shall be included for every two loops. Five  
25                  additional vehicle loop detectors shall be installed in each new cabinet for future  
26                  use.

27  
28                  Two non-fading copies of the cabinet-wiring diagram shall be furnished with each  
29                  cabinet.

30  
31                  **Cabinet Wiring**

32                  Cabinet wiring shall conform to the details and diagrams in the Plans. The  
33                  Contractor shall trim wiring to eliminate all slack and lace or bind together with nylon  
34                  wraps or equal. All terminals shall be labeled. The cabinet shall be wired  
35                  completely so that the only requirement to make a field location completely  
36                  operational is to connect field, power and ground wires to appropriate terminals.

37  
38                  **(NWR ITS August 25, 2020)**

39                  **Rack Mount Vehicle Loop Detectors**

40                  The Contractor shall provide, install and connect inductive loop detectors  
41                  manufactured by Reno A&E.

42  
43                  1.   Equipment Model Numbers:

44  
45                          332/170 type with solid-state outputs                  C-1101-SS  
46                          and TrueCount outputs

47  
48                  2.   Manufacturer Information:

49  
50                          Reno A&E

4655 Aircenter Circle  
Reno, NV 89502  
Telephone: (775) 826-2020  
www.renoae.com

**(NWR ITS August 25, 2020)**

**Non-Intrusive Vehicle Detector**

The Contractor shall provide, install, and connect non-intrusive vehicle detector units in the locations shown in the Plans. The Non-Intrusive Vehicle Detector shall be manufactured by Wavetronix LLC as a completed unit including detector sensor, cable, mounting brackets, and other associated equipment.

1. Equipment Model Numbers:

|                                        |                                 |
|----------------------------------------|---------------------------------|
| Wavetronix SmartSensor HD              | WX-101-0415                     |
| SmartSensor Mount                      | WX-SS-611                       |
| Click 112 - Contact Closure Card       | WX-CLK-112                      |
| Click 201 - Power Supply               | WX-CLK-201                      |
| Click 200 - Surge Suppressor           | WX-CLK-200                      |
| Click 304 – RS-232 to RS-485 Converter | WX-CLK-304                      |
| SmartSensor 8c Cable                   | WX-SS-706-040                   |
| Sensor 8c Home Run Cable               | ATP-Matrix 2 or<br>WX-SS-707-xx |
| Click 210 – AC Circuit Breaker         | WX-CLK-210/02                   |
| Click 230 – 120 VAC Surge Protector    | WX-CLK-230                      |

2. Manufacturer Information:

Wavetronix LLC  
380 S. Technology Ct.  
Linden, UT 84042  
(801) 764-0277 (ext. 1011)  
www.wavetronix.com

**(November 20, 2023)**

**Advanced Transportation Controller**

All new Traffic Data Accumulator (Data Station) and Ramp Meter cabinets shall be provided with a Type ATC 2070 Controller as shown in the Plans. Each controller shall comply with Advanced Transportation Controller (ATC) Standard Version 06 (ATC 5201 v06.25), and shall support both C12S serial bus operation and C1S (104 pin) parallel bus operation. Each controller shall be supplied with the following options and equipment:

1. Board Support Package, in electronic format (see ATC 5201, Paragraph 3.3.1)
2. 2070-1C Engine Board (CPU Module)
3. 2070-2E Field I/O Module
4. 2070-3B or 2070-3D Front Panel
5. 2070-4A Power Supply Module

1 A spare blank cover (4X wide), designed to cover the slot for the 270-2E module  
2 when it is removed, shall also be provided.

3  
4 ATC Controllers are required to be preapproved by WSDOT to ensure compatibility  
5 with WSDOT ITS operating software. The following controllers have been verified  
6 compatible with WSDOT ITS operating software and are preapproved:  
7

8 1. Model: **Intelight 2070-LDX**  
9

10 Manufacturer:  
11 **Q-Free America**  
12 5962 La Place Ct SE, Ste. 150  
13 Carlsbad, CA 92008  
14 (833) MAXHELP (833-629-4357)  
15 [info@intelight-its.com](mailto:info@intelight-its.com)  
16 [www.intelight-its.com](http://www.intelight-its.com)  
17

18 2. Model: **McCain ATC 2070LX**  
19

20 Manufacturer:  
21 **McCain, Inc.**  
22 2365 Oak Ridge Way  
23 Vista, CA 92801  
24 (888) 262-2246  
25 [info@mccain-inc.com](mailto:info@mccain-inc.com)  
26 [www.mccain-inc.com](http://www.mccain-inc.com)  
27

28 3. Model: **Yunex 2070LX ATC**  
29

30 Manufacturer:  
31 **Yunex, LLC**  
32 **(formerly Siemens Mobility, Inc.)**  
33 9225 Bee Caves Road  
34 Building B, Suite 101  
35 Austin, TX 78733  
36 (512) 837-8300  
37 [mobility.siemens.com/us/en.html](http://mobility.siemens.com/us/en.html)  
38

39 4. Model: **Safetran ATC 2070LX**  
40

41 Manufacturer:  
42 **Econolite**  
43 1250 N Tustin Ave  
44 Anaheim, CA 92807  
45 (714) 630-3700  
46 [www.econolite.com](http://www.econolite.com)  
47

1 (NWR ITS August 25, 2020)

2 **Advanced Transportation Controller Cabinet (ATC Cabinet)**

3 The ATC cabinet shall comply with the Advanced Transportation Controller Cabinet  
4 Recommended Standard (StdRS) (ATC 5301 StdRS v02.01.01.08).

5  
6 The cabinet shall be supplied with the follow options and equipment:

- 7  
8 1. Two (2) input bays, each populated with minimum of 12 loop amplifiers  
9 and a Serial Interface Unit (2218), to support 48 detector inputs.  
10 2. One (1) output bay, populated with 3 high-density switch packs, a Serial  
11 Interface Unit (2218), and a Cabinet Monitor Unit (2212) to support 18  
12 discrete switched outputs (6 channels).  
13 3. The ATC cabinet shall contain a high-voltage power supply to provide  
14 power to the ATC controller and the switched outputs.  
15 4. The ATC cabinet shall contain a high-density flash unit. The ATC cabinet  
16 shall be configured to output steady green on output channels 1 through 4  
17 when a fault is detected. The ATC cabinet shall be configured for no output  
18 on the remaining channels when a fault is detected.  
19 5. The cabinet (shell), lighting, heating, ventilation, and locks shall be per  
20 Standard Specification 9-29.13(12).  
21

22 **Flashing Beacon Control**

23 Section 9-29.15 is supplemented with the following:

24  
25 (May 5, 2025)

26 **Rapid Flashing Beacons**

27 Rapid Flashing Beacon (RFB) indications shall comply with the dimensional,  
28 operational, and flash pattern requirements of Chapter 4L of the 2023 MUTCD.  
29

30 RFB system pushbuttons shall be Accessible Information Device (AID) type meeting the  
31 requirements of Section 9-29.19. The AID may not use percussive indications.  
32

33 (\*\*\*\*\*)

34 **Rectangular Rapid Flashing Beacon System - Tulalip**

35 The Rectangular Rapid Flashing Beacons (RRFB) system shall be an A/C powered  
36 RRFB beacon system in compliance with the requirements of FHWA Interim Approval  
37 IA-21, items 4, 5, 6, and 7.  
38

39 Lightbars shall be 24" wide with UV-stable polycarbonate lenses. Lightbars shall have  
40 at least one side-emitting pedestrian indicator. Lightbars shall be capable of being  
41 independently aimed left and right of center. Lightbar mounts shall allow for back-to-  
42 back mounting of two lightbars on the same pole without interference. Emitters shall be  
43 waterproof to NEMA 3R, 3" x 7" minimum size, high intensity amber Class 1 LEDs. Flash  
44 pattern shall be per FHWA IA-21  
45

46 Controller shall be user programmable for cycle length, radio control system shall have  
47 500' range and shall have a minimum of two user-selectable frequencies, 900 MHz  
48 spread spectrum radio technology, and actuation response time of 200 milliseconds or  
49 less. Controller enclosure and battery enclosure (if separate) shall be NEMA 4X  
50 weatherproof and lockable.

AC powered RRFB shall operate on 110-125 VAC.

All other materials shall meet the requirements of Section 9-29. Unless otherwise indicated in the Plans or specified in these Special Provisions all materials shall be new.

Within 20 calendar days following execution of the Contract the Contractor shall submit to the Engineer a completed "Request for Approval of Material" that describes the material proposed for use to fulfill the Plans and Specifications.

#### **Audible Information Device (AID) Pushbuttons**

AID Pushbuttons shall have cast aluminum housings powder coated yellow with weathertight seals. Buttons shall have field adjustable raised tactile arrow. Buttons for use in medians shall have an arrow with dual arrowheads. AID shall provide locator tone, flashing LED indicators, and voice messaging. Voice message shall be "WARNING LIGHTS ARE FLASHING". AID shall automatically adjust locator tone and voice message volume in response to changes in ambient volume. AID Controller shall be compatible with solar or AC powered RRFB system.

#### **Pre-approved Parts**

RRFB: Carmanah R920-MX400 (A/C powered)

AID Pushbutton: Polara iNX AID pushbutton

(\*\*\*\*\*)

#### **Rectangular Rapid Flashing Beacon System - Marysville**

The Rectangular Rapid Flashing Beacons (RRFB) system shall meet all FHWA and MUTCD standards including MUTCD interim approval IA-21. The RRFB brightness and light emitting surface dimensions shall exceed the FHWA minimum standards and shall be capable of being viewed from distances of over 1000 feet during the day and over one mile at night. The system components shall mount quickly and easily to any pole, and construction shall be durable, corrosion-resistant and protect against wind, rain and vandalism. RFB system pushbuttons shall be Accessible Information Device (AID) type meeting the requirements of Section 9-29.19. The AID may not use percussive indications.

The Rectangular Rapid Flashing Beacon System shall be a Carmanah R920-MX system and consist of the following components:

1. Rectangular Rapid Flashing Beacons: The RRFB housing shall contain two primary light bars or one bi-directional light bar mounted in compliance with MUTCD requirements, but exceeding the minimum 5" W x 2" H size and MUTCD total light emission requirements. The overall dimensions of the RRFB unit shall be 29"W x 4"H x 1.5"D. The light bar housing shall be black. The LEDs used in the light bars shall be rated for a minimum 15-year life, and the light bars shall not protrude beyond the surface of the housing, shall not be mounted to the housing with exposed screws, and shall be covered with polycarbonate windows for durability and vandal resistance. The RRFB shall draw attention at distances greater than 1000 feet during the day and over 1 mile at night. The controller shall adjust RRFB brightness as outside light levels change between day and night, being brighter during the day and less bright at night.
2. Rectangular Rapid Flashing Beacon Housing: The RRFB housing shall be made of black powder-coated aluminum with a minimum thickness of 0.125", and shall

- provide a mounting mechanism allowing for directional rotation of the primary light bars toward oncoming traffic at curves, corners, and roundabouts and shall provide for mounting on a standard 2" square post.
3. Rectangular Rapid Flashing Beacon Controls: The controls shall be located within the solar panel housing mounted on top of the square pole installation. The cabinet shall be constructed of corrosion-resistant aluminum with stainless steel hardware and shall have a natural aluminum finish. The cabinet shall have a lockable, hinged door and shall be factory pre-wired to minimize installation time. The cabinet locks shall be BEST core system locks.
  4. Rectangular Rapid Flashing Beacon Foundations: RRFB foundations for 2" square post shall be constructed per manufacturer recommendations with foundation size of no less than 12" diameter by 24" depth with anchor and post per City Standard Plan 3-805-001. Anchor shall be taped or otherwise capped to eliminate intrusion of concrete into anchor when placed into foundation for pour. Precast foundations with anchors are also acceptable. The Telespar post shall be imbedded no less than 12" into the anchor.
  5. Rectangular Rapid Flashing Beacon Post and Anchor: The RRFB post and anchor shall be a 2" square quick punch telespar type post and anchor per City of Marysville EDDS Standard Plan 3-805-001.
  6. Activation Devices: Audible Pedestrian Pushbuttons shall be required and shall be ADA compliant including piezo-driven with visual LED(s) and customizable voice message confirmation capabilities.
    - a. Pedestrian indicators shall include an audible speaker and call confirmation LED. The audible speaker shall be programmable to have a button locator tone, acknowledgement tone/message and tone/message. The unit(s) shall have automatic volume controls for message strength over ambient noise levels.
    - b. The locator tone shall be active for a time of 0.15 seconds or less and shall repeat at 1 second intervals. The locator tone shall be intensity responsive to ambient sound and be audible from six (6) feet to twelve (12) feet from the pushbutton with a maximum of 5 dBA louder than ambient sound.
  7. Power: The controller unit shall be provided in solar 12 VDC, with a 30W (+/- 2 watts) solar panel providing for a minimum of 300, 20 second actuations per day, year round with a minimum of 0.94 sun hours. Solar-powered systems shall provide a minimum of 10 days of back-up battery power in the absence of sunlight while operating at full brightness and at standard usage levels. Solar panel and housing shall be mounted on top of pole. The vendor shall evaluate each location and verify that solar availability is compatible with system to be provided. In circumstances where R920-MX system does not provide adequate solar power for system location, the full system shall be upgraded to the Carmanah SC315-G RRFB system including foundation, break away base, 4" diameter pole, control cabinet, 80 watt solar panel, etc.
  8. Batteries: The provided batteries shall be replaceable, recyclable, sealed, maintenance-free, best in class AGM batteries operating from -40 F to 162 F. The battery system shall offer tool-less battery change with quick connect terminals and strapping for easy installation. The design life of the batteries shall be a minimum of +5 years.
  9. The RRFB and corresponding fluorescent yellow green signs shall be mountable on a 2" square telespar sign post per City of Marysville EDDS Standard Plan 3-805-001. The pushbutton sign shall be a 9"x12" R10-25 pushbutton sign. All mounting bolts shall be non-corrosive stainless steel.



- 1 10. The RRFB system shall be wireless with no wire or conduit required beneath or  
2 over the roadway.  
3 11. Each individual RRFB post location must be two sided with visibility of beacons  
4 and signs for both directions of traffic.  
5 12. All RRFB control components and batteries must be housed in the light bar(s),  
6 solar panel housing or control cabinet.  
7 13. Environment: The RRFB system shall have an operating system temperature  
8 range from -40 F to 165 F.  
9

10 ***Vehicular Signal Heads, Displays, and Housing***

11  
12 Section 9-29.16 is supplemented with the following:

13  
14 **(NWR ESP August 25, 2020)**

15 **Back Plate**

16 Back plates shall be constructed of louvered anodized aluminum.  
17

18 **Conventional Traffic Signal Heads**

19  
20 **Optical Units**

21  
22 Section 9-29.16(2)A is supplemented with the following:

23  
24 **(NWR ESP August 25, 2020)**

25 **LED Signal Displays**

26 All traffic signal displays shall be the Light Emitting Diode (LED) type and shall  
27 be from one of the following manufacturers:

28  
29 Dialight Corporation  
30 1913 Atlantic Avenue  
31 Manasquan, NJ 08736  
32 Telephone: (732) 223-9400  
33 Fax: (732) 223-8788  
34

35 GELcore, LLC  
36 6810 Halle Drive  
37 Valley View, OH 44125  
38 Telephone: (216) 606-6555  
39 Fax: (216) 606-6556  
40

41 Precision Solar Controls, Inc.  
42 2960 Market Street  
43 Garland, TX 75041  
44 Telephone: (972) 278-0553  
45 Fax: (972) 271-9583  
46

47 Each LED signal module shall be designed to be installed in the door frame of  
48 a standard traffic signal housing. The lamp socket, reflector holder and lens  
49 used with an incandescent lamp shall not be used in a signal section in which  
50 a LED signal module is installed. The installation of a LED signal module shall  
51 not require any modification to the housing. The LED signal module shall be a

single, self-contained device, not requiring onsite assembly for installation into an existing traffic signal housing.

All red and yellow LED signal modules shall be manufactured with a matrix of AlInGaP LED light sources and green LED signal modules shall be manufactured with a matrix of InGaN LED light sources. The LED traffic signal module shall be operationally compatible with controllers and conflict monitors on this project. The LED lamp unit shall contain a disconnect that will show an open switch to the conflict monitor when less than 60% of the LEDs in the unit are operational.

Each LED module shall conform to the current standards in Institute of Transportation Engineers (ITE) VTC SH Part 2 and a Certificate of Compliance with these standards shall be submitted by the manufacturer for each type of signal head. The certificate shall state that the lot of signal heads meets the current ITE specification. A label shall be placed on each LED signal module certifying conformance to this specification. The manufacturer's name, trademark, serial number and other necessary identification shall be permanently marked on the backside of the LED signal module. LED signal modules used on this project shall be from the same manufacturer. A label shall be provided on the LED housing and the Contractor shall mark the label with a permanent marker to note the installation date.

The manufacturer shall provide a written warranty against defects in materials and workmanship for the LED signal modules for a period of 60 months after the installation of the modules. All warranty documentation shall be given to the Engineer prior to installation.

#### **Traffic Signal Cover**

Section 9-29.16(4) is supplemented with the following:

**(NWR ESP August 25, 2020)**

##### **Covering Material**

Signal head covers shall cover the entire signal head assembly, including the back plate.

#### **Vehicle Detector**

Section 9-29.18 is supplemented with the following:

**(NWR ESP August 25, 2020)**

##### **Loop Amplifier**

Loop detector amplifiers shall be as follows:

Model: Model C-1103-SS

Manufacturer: Reno A&E  
4655 Aircenter Circle  
Reno, NV 89502

**(NWR ESP August 25, 2020)**

**Loop Sealant**

Loop sealant for use in HMA pavement shall be one of the following:

1. RAI Pro-Seal 6006EX
2. QCM EAS-14
3. 3M Black 5000
4. Craftco Inc. Part #34271

Loop sealant for use on concrete bridge decks and PCC pavement shall be one of the following:

1. 3M Black 5000
2. Gold Label Flex 1P
3. QCM EAS-14
4. Craftco Inc. Part #34271

**(NWR ESP August 25, 2020)**

**Video Detection**

All components needed to provide a complete video detection system shall be supplied and installed per manufacturer's recommendation.

The video detection equipment shall include, but not be limited to, Cameras, Camera Housings, Camera Lens, Camera Mounting Hardware, Video Image Processors, Input File Adapters, Lens Adjustment Modules, Keypad and Monitor.

The video detection system shall be capable of supplying video detection to the signal controller phases as indicated in the Plans.

The video detection system shall be the following:

1. Flir Systems, Inc.  
Traficon NV  
Bissegemsestraat 45  
B-8501 Heule  
Belgium, Europe

1 **Service Cabinets**

2 Item 3 of Section 9-29.24 is supplemented with the following:

3  
4 **(February 6, 2023)**

5 **Removable Door Handles**

6 Service cabinet doors shall be provided with a 5/8-inch hex key socket in place of a handle  
7 for customer sections of the service cabinet. The hex socket and locking cam shall rotate  
8 on a 1/2-inch minimum diameter shaft. The socket assembly shall either be:

- 9  
10 1. Flush with the face of the door, such that no portion of the socket assembly  
11 extends beyond the face of the door, and it cannot be rotated by locking pliers  
12 or a similar gripping device; or  
13  
14 2. Protected by a ring of 6061-T6 aluminum tubing. The tubing shall have a  
15 minimum wall thickness of 0.125 inches. The ring shall extend at least  
16 0.15 inches beyond the end of the socket and shall provide no more than  
17 0.07 inches of clearance from the socket such that the socket cannot be  
18 gripped by pliers or a similar gripping device. The ring shall be attached to the  
19 door using three 1/2-inch fillet welds, each 3/4-inch long, evenly spaced around  
20 the outer circumference of the tube.

21  
22 One hex key door handle shall be provided with each cabinet.

23  
24 Section 9-29.24 is supplemented with the following:

25  
26 **(NWR ESP August 25, 2020)**

27 **Service Cabinet Construction**

28 Service cabinets shall be fabricated from 0.125 inch sheet aluminum (5052 alloy) with  
29 mill finish. The aluminum shall not be anodized and the exterior shall not be painted.

30  
31 Cabinet doors shall be four-hinged with a two-position door stop assembly and a three  
32 point latch.

33  
34 A three-position terminal block shall be installed between the main electrical service  
35 panel and the photocell assembly base.

36  
37 The cabinet bonding connection shall be a welded plate with stainless steel hardware,  
38 Belleville washers, cu/al lug, and antioxidant compound. The bolt shall be torqued to  
39 fully compress the Belleville washers.

40  
41 **Amplifier, Transformer, and Terminal Cabinets**

42 Item 3 of Section 9-29.25 is supplemented with the following:

43  
44 **(February 6, 2023)**

45 **Removable Door Handles**

46 Transformer cabinet doors shall be provided with a 5/8-inch hex key socket in place of a  
47 handle for customer sections of the service cabinet. The hex socket and locking cam  
48 shall rotate on a 1/2-inch minimum diameter shaft. The socket assembly shall either be:

1. Flush with the face of the door, such that no portion of the socket assembly extends beyond the face of the door, and it cannot be rotated by locking pliers or a similar gripping device; or
2. Protected by a ring of 6061-T6 aluminum tubing. The tubing shall have a minimum wall thickness of 0.125 inches. The ring shall extend at least 0.15 inches beyond the end of the socket and shall provide no more than 0.07 inches of clearance from the socket such that the socket cannot be gripped by pliers or a similar gripping device. The ring shall be attached to the door using three ½-inch fillet welds, each ¾-inch long, evenly spaced around the outer circumference of the tube.

One hex key door handle shall be provided with each cabinet.

(\*\*\*\*\*)

Add the following new section 9-29.26:

***Closed Circuit Television System***

(\*\*\*\*\*)

***IP (Network) Camera Equipment***

IP (network) camera equipment consists of a digital camera utilizing Ethernet communications, along with the basic supporting equipment required for full camera functionality. This equipment shall be installed on a pole and in an associated cabinet as shown in the Plans. Equipment shall include power cords when required.

Equipment shall be manufactured by Axis Communications, Inc. and provided in sufficient quantity to install the number of cameras required in the Contract.

Equipment Model Numbers:

| Item                              | Model                                             | Part Number                        |
|-----------------------------------|---------------------------------------------------|------------------------------------|
| Pan-Tilt-Zoom (PTZ) Camera        | Q6225-LE PTZ                                      | 02317-301                          |
| Mounting Adapter<br>(Top; Note 1) | TQ6901-E                                          | 02111-001                          |
| Pole Mount Arm<br>(Note 2)        | T94J01A                                           | 01445-001                          |
| Pole Mount Bracket<br>(Note 2)    | T94N01G                                           | 5901-341                           |
| PoE Injector (90W)                | TU8003 90 W Midspan<br>-OR-<br>TU8004 90W Midspan | 02027-004<br><br>-OR-<br>02783-001 |
| PoE Injector Power Cable          | TU6011 Mains Cable (US)                           | 02867-004                          |
| PoE Injector DIN Rail Clip        | TU91A03 DIN Rail Clip A                           | 5800-511                           |
| Ethernet Surge Protector          | T8001                                             | 02315-001                          |
| IP66 Ethernet Coupler             |                                                   | 5503-431                           |
| Outdoor Ethernet Patch Cable      |                                                   | 5502-731<br>(5 meter)              |
| RJ45 Field Connector              |                                                   | 01996-001                          |
| IP66 RJ45 Connector               |                                                   | 5700-371                           |

| Item                       | Model | Part Number |
|----------------------------|-------|-------------|
| Wireless Installation Tool | T8415 | 5506-231    |

Notes:

1. Use TQ6901-E mounting adapter where top of pole mounting is specified in the Contract (Standard Plan J-29.15 or similar).
2. Use T94J01A and T94N01G mounting adapters where side of pole mounting is specified in the Contract.

The IP66 RJ45 Connector (Part Number 5700-371) is to be provided as a spare and placed in the associated camera cabinet drawer. The T8415 Wireless Installation Tool is to be provided to the Contracting Agency for completion of system installation and will be retained by the Contracting Agency.

Manufacturer Information:

Axis Communications, Inc.  
300 Apollo Drive  
Chelmsford, MA 01824  
(978) 614-2000  
(978) 614-2100  
[www.axis.com/en-us](http://www.axis.com/en-us)

**(NWR ITS August 25, 2020)**

**Existing Camera Pole(s)**

When modifying an existing camera pole that currently has a heavy-duty pan/tilt unit and 8200 series camera mounted on it, the Contractor shall perform the following tasks:

- Modify the top of the pole by cutting a 1.75-inch diameter hole in the center of the mounting plate for the camera control cable to pass through into the top section of the pole. Paint the mounting plate with cold galvanizing paint to repair the finish damaged by drilling and cutting.
- Install a short pedestal mount (Pelco PM2010) on the modified base plate.
- Remove the existing pole-mounted junction box and cap the remaining holes.
- Install new camera and cable in accordance with the details.

(\*\*\*\*\*)

Add the following new section 9-29.27:

**Communication Cables And Interfaces**

**(NWR ITS August 25, 2020)**

**Preterminated Patch Panel**

A wiring diagram shall be supplied with each patch panel. The wiring diagram shall identify each fiber terminated in the distribution panel using the fiber optic cable labeling method as specified later in these provisions. The wiring diagram shall be placed in a plastic sheet protector next to the distribution panel.

The Contractor shall provide, install and connect preterminated patch panels as shown in the Plans. The panels shall be manufactured by Wesco/CSC – Communications Supply Corp. Outside plant cable meeting ITU G652.D and G694.2 shall be utilized for the stubs on all preterminated patch panels and the Contractor shall confirm with the manufacturer that the length of each stub is sufficient for the needs at each location. All openings in the patch panels shall be plugged by the manufacturer. Connections shall be LC\UPC type and shall be terminated by the manufacturer.

1. Equipment Model Numbers (for use in cabinets):

| Description                       | Part Numbers (Both parts are required) |
|-----------------------------------|----------------------------------------|
| 12-Port Preterminated Patch Panel | ADC12CLCXXXMCD00, and FL2-ACC0071      |
| 24-Port Preterminated Patch Panel | ADC24CLCXXXMCD00, and FL2-ACC0072      |
| 48-Port Preterminated Patch Panel | ADC48CLCXXXMCD00, and FL2-ACC0072      |
| 72-Port Preterminated Patch Panel | ADC72CLCXXXMCC00, and FL2-ACC0073      |
| 96-Port Preterminated Patch Panel | ADC96CLCXXXMCC00, and FL2-ACC0074      |

Equipment Model Numbers (For concrete or underground Hubs):

| Description                       | Part Numbers (Both parts are required) |
|-----------------------------------|----------------------------------------|
| 48-Port Preterminated Patch Panel | ADC48CLCXXXDU00, and FL2-ACC0072       |
| 72-Port Preterminated Patch Panel | ADC72CLCXXXMDU00, and FL2-ACC0073      |
| 96-Port Preterminated Patch Panel | ADC96CLCXXXMDU00, and FL2-ACC0074      |

Note: The stub length for each panel (XXX in the part number, in meters) shall be determined by the Contractor for each location and shall include 50 feet of slack in the cable vault.

2. Manufacturer Information:

Wesco/CSC – Communications Supply Corp.  
 951 Monster Road  
 Renton, WA 98057  
 Tel: (425) 203 – 7881  
 Fax: (425) 793 - 5448

1 (NWR ITS August 25, 2020)

2 **Fiber Optic Connector**

3 Unless otherwise noted in the Plans, all fiber optic connectors used on this project shall  
4 meet the following:

5  
6 All shall be LC/UPC (55dB) in accordance with Telcordia 6R-326

7 All shall be factory-connectorized.  
8

9 (NWR ITS August 25, 2020)

10 **Fiber Optic Cable Lubricant**

11 Fiber optic cable lubricant shall be as follows:

12  
13 Compatible with the cable jacket

14 Non-combustible

15 Water-based leaving little or no residue  
16

17 (NWR ITS August 25, 2020)

18 **Fiber Optic Splice Closure**

19 All fiber optic splice closures shall be re-enterable and reusable and be designed for use  
20 on fiber optic cables in an underground, submerged environment. Splice closures shall  
21 meet the following requirements:

- 22  
23
  - Rated for 1310 and 1550 nanometer wavelengths.
  - Contain a valve to allow pressurization of the housing.  
25

26 Fiber optic splice closures installed in a pull box shall meet the above requirements, be  
27 a maximum of 18 inches in length, and have all cables enter the same end of the closure.  
28

29 (NWR ITS August 25, 2020)

30 **Fiber Optic Terminal Cabinets**

31 Fiber optic terminal cabinets furnished for this Contract shall be pad mounted Type 331L  
32 ITS Cabinets in accordance with Section 9-29.13(12) with the equipment shown in the  
33 Plans and the following:

- 34  
35
  1. The Contractor shall provide and install a rack-mounted, preterminated, fiber  
36 optic patch panel as identified in the Plans.  
37

38 (\*\*\*\*\*)

39 Add the following new section 9-29.28:

40  
41 ***Video, Voice & Data Distribution & Transmission System***

42  
43 (NWR ITS August 25, 2020)

44 If any equipment specified in this section has been superseded by a newer product that  
45 is interchangeable, the newer product shall be supplied. If the product is no longer  
46 available and has no replacement, the Contractor shall propose a different product  
47 meeting the same performance and material specifications as the discontinued one.  
48



(\*\*\*\*\*)

## Ethernet Communication Equipment

Ethernet communication equipment shall be manufactured by Siemens/RuggedCom, Inc. and installed in each cabinet and Communication Hub as shown in the Plans. Equipment shall be conformal coated and include a power cord.

### 1. Equipment Model Numbers:

| Device                                                                                    | Model Number | Part Number           |
|-------------------------------------------------------------------------------------------|--------------|-----------------------|
| 8-Port Ethernet Switch                                                                    | RS900-8      | RS900-HI-D-L2-L2-00   |
|                                                                                           |              |                       |
| 9-Port Ethernet Switch                                                                    | RS900-9      | RS900-HI-D-L2-L2-L2   |
|                                                                                           |              |                       |
| 10-Port Gigabit Ethernet Switch                                                           | RS900G       | RS900G-HI-D-2LC25     |
|                                                                                           |              |                       |
| 10-Port Gigabit Ethernet Switch w/ SFP's                                                  | RSG910C      | 6GK6491-0CB00-1CN0-Z  |
| Number of SFP's identified in the Plans<br>16-Port 10 Gigabit Ethernet Switch<br>w/ SFP's | SFP          | 6GK6000-8FG53-0AA0    |
|                                                                                           | RST916C      | 6GK6491-6CD00-3CN0-Z  |
| Number of SFP's identified in the Plans                                                   | SFP (10 km)  | 6GK6000-8FT51-0AA0    |
|                                                                                           | SFP (40 km)  | 6GK6000-8FT53-0AA0    |
|                                                                                           |              |                       |
| Ethernet Switch w/ Device Server                                                          | RS910        | RS910-HI-D-S1-FX06-TX |
|                                                                                           |              |                       |
| Cabinet Device Server                                                                     | RMC30        | RMC30-HI              |
|                                                                                           |              |                       |
| Power Cord                                                                                |              | 99-43-0008-001        |

### 2. Manufacturer:

Siemens/RuggedCom, Inc.  
30 Whitmore Rd  
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### 8-20.2(1) Equipment List And Drawings

Section 8-20.2(1) is supplemented with the following:

(NWR ESP August 25, 2020)

Manufacturer's data for materials proposed for use in the Contract which require approval shall be submitted in one complete package.

1 (NWR ITS August 25, 2020)

2 **Approval of Material**

3 When submitting material lists for approval, the Contractor shall identify all revisions or  
4 changes to manufacturer names, component names, and model numbers listed in these  
5 Special Provisions. The Contractor shall also include a brief justification for the revision  
6 or change.  
7

8 **8-20.3 Construction Requirements**  
9

10 Section 8-20.3 is supplemented with the following:

11  
12 ***Closed Circuit Television System***  
13

14 (NWR ITS August 25, 2020)

15 **CCTV Test**

16 The Contractor shall test the CCTV Camera System (camera, pan-and-tilt unit, encoder,  
17 and camera control unit) using a Contractor-supplied computer and software. The laptop  
18 computer and software shall remain the property of the Contractor. All test cables and  
19 connections shall be the responsibility of the Contractor.  
20

21 During each testing phase, the Contractor shall repair, replace, or reconfigure each failed  
22 CCTV Camera System at no additional cost to the Contracting Agency.  
23

24 **Bench CCTV Test**

25 The Contractor shall perform a bench test on each CCTV Camera System prior to  
26 installation. The bench test shall be performed at a location proposed by the Contractor  
27 and approved by the Engineer. The bench test shall consist of the following:  
28

- 29 1. Program the CCTV Camera System with IP Settings (IP Address, Subnet  
30 Mask, and Gateway) provided by the Engineer.
- 31 2. Display CCTV Camera System video on a Contractor-provided laptop  
32 computer and verify that there is a clear image.
- 33 3. Program the camera's I.D. generator to display the State Route on line 1 and  
34 the CCTV camera number on line 2.
- 35 4. Pan and tilt the camera and verify that it moves through its full range.
- 36 5. Zoom and focus the camera in Fast, Medium and Slow modes and verify proper  
37 operation in each mode.
- 38 6. In Auto Focus Mode, fully zoom the camera in and out and verify that the  
39 camera stays in focus throughout the entire range.
- 40 7. Verify that the CCTV Camera System can be focused in Manual Focus Mode.
- 41 8. Change the iris between Auto and Manual Modes and verify proper operation  
42 for each mode.
- 43 9. Reboot the camera and verify that all settings remain as they were before the  
44 reboot.  
45

## **Field CCTV Test**

At each camera control cabinet the Contractor shall connect the camera's Ethernet cable to a Contractor-provided laptop computer. The Contractor shall demonstrate to the Engineer the following features of the camera installation:

1. Verify the CCTV Camera System IP Settings are correct as provided by the Engineer for the CCTV Camera System location under test. Correct the IP Settings as necessary.
2. Display the CCTV Camera System video on the Contractor-provided laptop computer and verify that there is a clear image.
3. Program the camera's I.D. generator to display "WSDOT" followed by the State Route on line 1 and the CCTV camera number on line 2. Verify that the ID is correct for the CCTV Camera System location under test.
4. Pan and tilt the camera and verify that it moves through its full range.
5. Zoom and focus the camera in Fast, Medium and Slow modes and verify proper operation in each mode.
6. In Auto Focus Mode, zoom the camera in and out and verify that the camera stays in focus throughout the entire range.
7. Verify that the CCTV Camera System can be focused in Manual Focus Mode.
8. Change the iris between Auto and Manual Modes and verify proper operation in each mode.
9. Reboot the camera and verify that all settings remain as they were before the reboot.

## **Communication Conduit System**

**(NWR ITS August 25, 2020)**

### **Location Wire**

Wire conductor shall be installed above conduit in continuous sections for all underground fiber optic conduit installation where trenching is required. If conduit is being installed by boring, the location wire shall be installed inside the conduit. A minimum of 6 feet of location wire shall be extended into each cable vault or pull box. The locate wire shall be attached to the "C" channel or the cover hinge bracket with stainless steel bolts and straps. A 1-foot loop of locate wire shall be provided above the channel as shown in the Plans. Locator wire shall be placed between the conduits in dual conduit installations or on top of conduits for single conduit installations.

## **Communication Cables And Interfaces**

**(NWR ITS August 25, 2020)**

### **Submittals**

Within a minimum of 30 calendar days prior to anticipated construction, the Contractor shall provide to the Engineer all documentation pertaining to the materials and methods of execution proposed to satisfy the requirements of this section. The Engineer's approval is required prior to the committing of any materials or the commencement of any Work.

The Engineer will either approve or disapprove each submitted item within 30 calendar days of submittal subject to the completeness of the Contractor's submittal. Actual elapsed time for the Engineer's review is dependent upon the completeness and

appropriateness of the documentation being submitted. Any deficiencies in the Contractor's submittals shall require additional time for approval. Any delays caused by such deficiencies shall not be grounds for extension of project consideration dates. The Contractor shall anticipate review intervals and schedule submittals accordingly to ensure project progress in accordance with Section 1-08.3.

The Engineer's approval of any submitted documentation shall in no way relieve the Contractor from compliance with the safety and performance requirements as specified herein.

Submittals required by this item shall include, but not be limited to, the following:

1. A material staging plan, should the Contractor propose Contracting Agency owned property as a staging area.
2. Manufacturer's complete specifications for all communication system cables and, associated electronics and hardware components.
3. Manufacturer's complete specifications for twisted-pair cable splice enclosures.
4. A detailed fiber optic and twisted-pair cable installation procedure including the following:
  - a. Fiber optic cable cutting lengths reflecting the cable order and reel allocations.
  - b. Cable pulling plan which shall state the exact operational procedures to be utilized and which identifies the physical locations for equipment placement, proposed equipment setup at each location, pulling tension on all cables for each pull, staffing, and the pulling methodology for each type of cable.
  - c. Exact splice points as provided for herein.
  - d. Workforce proposed for all equipment, safety, and manual assist operations
5. Factory test data sheets for each reel of cable delivered.

**(NWR ITS August 25, 2020)**  
**Cable Installation - General**

The Contractor shall determine a suitable cable installation method to ensure that all cable installation requirements shall be met in all conduit sections. All Work shall be carried out in accordance and consistent with the highest standards of quality and craftsmanship in the communication industry with regard to the electrical and mechanical integrity of the connections; the finished appearance of the installation; as well as the accuracy and completeness of the documentation.

The Contractor shall make a physical survey of the project site for the purpose of establishing the exact cable routing and cutting lengths prior to the commencement of

any fiber optic Work or committing any fiber optic materials. Splicing is only allowed for the programmed connection of reels and as shown in the Plans to connect a lateral fiber optic cable to the mainline distribution fiber optic cable. The Contractor shall submit a cable routing plan that shows the locations of all splices. All splice locations other than those shown in the Plans must be approved by the Engineer.

All work areas shall be clean and orderly at the completion of Work and at times required by the Engineer during the progress of Work.

**(NWR ITS August 25, 2020)**

**Fiber Optic Cable Installation**

Fiber optic cables shall be installed in continuous lengths without intermediate splices throughout the project, except at the location(s) specified in the Plans, or as approved in writing by the Engineer.

The Contractor shall comply with the cable manufacturer's specifications and recommended procedures including, but not limited to the following:

1. Installation.
2. Proper attachment to the cable strength elements for pulling during installation.
3. Bi-directional pulling.
4. Cable tensile limitations and the tension monitoring procedure.
5. Cable bending radius limitations.

The Contractor shall protect the loops from tangling or kinking. At no time during the length of the project shall the cable's minimum bending radius specification be violated.

To accommodate long, continuous installation lengths, bi-directional pulling of the fiber optic cable shall be permitted.

In all cable vaults, pull boxes, and at all splice locations cable slack of 50 feet shall be left by the Contractor, unless otherwise specified in the Plans. The 50 feet length of fiber optic cable shall be coiled and secured with tie wraps to racking hardware or as specified in the Plans.

Installation shall involve the placement of fiber optic cables in a specified inner duct as defined in the Plans. The Contractor shall ensure that inner ducts are secured to prevent movement during the cable installation process.

The pulling eye/sheath termination hardware on the fiber optic cables shall not be pulled over any sheave blocks.

When power equipment is used to install fiber optic cabling, the pulling speed shall not exceed 100 feet per minute. The pulling tension limitation for fiber optic cables shall not be exceeded under any circumstances.

Large diameter wheels, pulling sheaves, and cable guides shall be used to maintain the appropriate bending radius. Tension monitoring shall be accomplished using commercial dynamometers or load-cell instruments.

Fiber optic cable lubricant shall be used to reduce pulling tensions for the installation of each fiber optic cable.

#### **Patch Cord Installation**

Patch Cords installed within a cabinet shall adhere to the following:

1. Patch cords contained within a patch panel shall not be more than 1 foot longer than required to make the connection.
2. Patch cords between two patch panels shall not be more than 1 foot longer than required to make the connection.
3. Patch cords between a patch panel and a device shall not be more than 2 feet longer than required to make the connection.
4. Patch cords between a patch panel and a device shall be contained inside of 1/2 inch or 3/8 inch split yellow loom.
5. Boots shall be glued to the jacket of the patch cord.

#### **(NWR ITS August 25, 2020)**

##### **Fiber Optic Cable Splicing**

Field splices shall be located as shown in the Plans. No additional splices shall be allowed without the approval of the Engineer.

All fusion splicing equipment shall be in good working order, properly calibrated, and meeting all industry standards and safety regulations. Cable preparation, closure installation and splicing shall be accomplished in accordance with accepted and approved industry standards.

Upon completion of the splicing operation, all waste material shall be deposited in suitable containers for fiber optic disposal, removed from the job site, and disposed of in an environmentally acceptable manner.

The Contractor shall use the fusion method for fiber optic splicing. Acceptable fusion splicing techniques are:

Local Injections and Detection  
Profile Alignment System

The Contractor shall seal all cables where the cable jacket is removed. The cable shall be sealed per the cable manufacturer's recommendation with an approved blocking material.

The Contractor shall seal all buffer tubes with an approved blocking material to prevent migration of gel into splice trays.

All splices shall be contained in splice trays utilizing strain relief, such as heat shrink wraps, as recommended by the splice tray manufacturer.

#### **(NWR ITS August 25, 2020)**

##### **Fiber Optic Splice Closure**

Mainline and distribution cables shall not occupy the same splice closure. Only cables that are being spliced to each other may occupy a single splice closure. Only one

preterminated patch panel stub shall occupy any one splice closure except where more than one preterminated patch panel is needed to terminate a single cable.

Upon sealing the splice closure, the Contractor shall pressurize the closure to 5 psi and test for leaks using a soap-and-water solution per manufacturer's recommendations. Any leaks found shall be repaired and the test shall be repeated until no leaks are present. Following a successful leak test, the Contractor shall de-pressurize the closure.

**(NWR ITS August 25, 2020)**

**Fiber Optic Cable Labeling**

Permanent cable labels shall be used to identify fiber optic cables at each termination point and in every pull box and cable vault at the conduit entrance and at the splice closure. The cable labels shall consist of a self-laminating plastic black and yellow tag with the words "CAUTION FIBER OPTIC CABLE" and with a space for a custom description of the cable being labeled. The custom portion of the tag shall contain the fiber count, fiber type (SMFO or MMFO), use (mainline, distribution, or other), and cable direction (north, east, south, west), nearest footage as shown on the cable footage markers and the name of the next device where the cable lands. This text shall be machine-printed on adhesive labels and encapsulated by the tag's self-laminating cover.

Patch panels shall be labeled with 3/8 in.-1/2 in. printed laminated labels. The labels shall be located inside the patch panel where they can be read with the door open. The labels shall provide a description of what fibers are spliced to each port in the panel. The description shall include port number, fiber purpose, cable direction and fiber numbers (i.e. "Ports 13-24: Distribution South 1-12").

**(NWR ITS August 25, 2020)**

**Cable Racking in Pull Boxes and Cable Vaults**

The Contractor shall rack the cable in vertical figure eight loops, which shall permit pulling slack from the vaults without introducing twist to the cable.

Cables shall be secured in racked positions with nylon ties. Identification or warning tags shall be securely attached to the cables in at least two locations in each pull box or cable vault.

All coiled cable shall be protected to prevent damage to the cable and fibers. Racking shall include securing cables to brackets (racking hardware) that extend from the side walls of the pull box.

All racking hardware shall be stainless steel.

**(NWR ITS August 25, 2020)**

**Fiber Optic Cable Testing**

Installed optical fiber cable shall be tested for compliance with the transmission requirements of this Special Provision, the cable and hardware manufacturer's specifications, and prescribed industry standards and practices.

Prior to commencing acceptance testing, the Contractor shall complete the installation of the fiber optic system. This includes sealing the splice closures, completing the splicing and racking the cables in the pull boxes and cable vaults.

All testing values shall be in metric.

### **Types of Testing**

The two required acceptance tests for optical fiber cable system certification are:

Power Meter testing

Optical Time Domain Reflectometer (OTDR) testing

#### **Power Meter Testing**

Power meter testing shall be used to measure the end-to-end attenuation of each new fiber installed between a field device and a communications hub as well as between communications hubs. Power meter testing shall be performed at the 1310 and 1550 nanometer wavelength in both directions.

Prior to commencing testing, the Contractor shall submit the manufacturer and model number of the test equipment along with certification that the power meter has been calibrated within 12 months of the proposed test dates.

The following information shall be documented for each fiber test measurement:

1. Fiber/Strand #
2. Fiber type (Singlemode or Multimode)
3. Cable, tube, and fiber IDs
4. Near end and far end test locations  
    Use device names in Contract Plans
5. End-to-end attenuation  
    In each direction and the bidirectional average
6. Length of span being tested
7. Date, time, and operator
8. Wavelength

#### **Optical Time Domain Reflectometer (OTDR) Testing**

An optical time domain reflectometer (OTDR) with recording capability shall be utilized to test the end-to-end transmission quality of each optical fiber. Quality tests shall consider attenuation, reflectance, and discontinuities. The OTDR shall be equipped with 1310 nanometer and 1550 nanometer light sources for singlemode optical fibers. The OTDR shall be capable of providing electronic and hard copy records of each test measurement.

The Contractor shall utilize a dead-zone box (a.k.a. launch reel) containing 1 km of optical fiber, when performing OTDR tests. The dead-zone box shall be located between the OTDR and the fiber optic connector of each strand tested.

Each new fiber shall be tested in both directions at the 1310 and 1550 nanometer wavelengths. Existing fibers that are spliced to or re-spliced as part of this Contract shall also be tested in both directions and at both wavelengths.



The following information shall be documented for each fiber test measurement:

1. Fiber/Strand #
2. Fiber type (Singlemode or Multimode)
3. Cable and fiber IDs
4. X-Y plot scaled for fiber length
  - The X-axis (Distance) shall be scaled such that the beginning of the trace starts with the OTDR/dead-zone interface. The end of the trace shall extend no more than 1 km beyond the end of the test span.
  - The Y-axis (dB) shall be set to maximize the trace. The bottom of the Y scale shall begin above the noise floor and the top of the scale shall be no more than 5 dB higher than the largest event. No events or reflections shall be cut off.
5. Near end and far end test locations
  - Use device names in Contract Plans
6. Date, time, and operator
7. Wavelength
8. OTDR Settings
  - Index of Refraction
  - Averaging time (Minimum of 30 seconds)
  - Pulse Width (to provide a smooth trace, excluding events)
9. Table of Events that includes: Event ID, Type, Location, Loss, and Reflection.
  - Events are defined as:
    1. Any reflectance event in excess of -60 dB
    2. Any loss occurrence in excess of 0.05 dB
    3. Any splice location regardless of loss
    4. Beginning and end of span
      - The beginning of the span shall be denoted by the "A-Marker". This marker shall be placed just to the left of the spike of the dead-zone box / fiber interface.
      - The end of the span shall be denoted by the "B-marker". This marker shall be placed just to the left of the end-of span reflection spike.

#### **Fiber Optic Performance Requirements**

1. Splice Loss:
  - Shall not exceed 0.20 dB in one direction
  - Bidirectional Average shall not exceed 0.15 dB
2. Reflectance:
  - Shall not exceed -55 dB

#### **Fiber Cable Testing Documentation**

The Contractor shall submit one hard copy and one electronic copy of the fiber test results to the Engineer for approval. Only one OTDR test result shall be on each page. The Contractor shall take corrective actions on portions of the fiber installation determined to be out of compliance with these Specifications.

1 Upon acceptance of the cable installation and test results, the Contractor shall  
2 submit three hard copies and three electronic copies of the fiber test results to the  
3 Engineer.

4  
5 Hard copy submittals shall be bound in 3-ring binders. Each 3-ring binder shall  
6 have the following information on the front and side:

- 7  
8 1. The title "Fiber Optic Test Results"  
9 2. The name of the roadway(s) where fiber was installed  
10 3. Contract name and number  
11 4. Date

12  
13 The front cover shall also include the following:

- 14  
15 1. The size of each cable installed and the beginning and ending mileposts of  
16 each cable replaced.  
17 2. The company name address and phone number that did the fiber optic Work.

18  
19 Each 3-ring binder shall also include a table of contents and index dividers for each  
20 cable segment and each direction tested. The electronic submittals shall be on  
21 compact discs and include one licensed copy of the applicable OTDR reader  
22 program.

23  
24 The following information shall be included in each test result submittal:

- 25  
26 1. Contract number, Contract name, Contractor name and address  
27 2. Dates of cable manufacture, installation, and testing  
28 3. Cable specifications  
29 • Manufacturer data sheet  
30 • Helix Factor  
31 • Date of manufacture  
32 4. Fiber (Glass) specifications  
33 • Manufacturer and Part #  
34 • Index of Refraction  
35 • Optical performance (loss/km)  
36 • Mode Field Diameter  
37 5. As-Built Records (In accordance with the Special Provisions)  
38 6. OTDR test results – No more than one test per page  
39 7. Power Meter test results

40  
41 Within 30 days of submitting the test results, the Contractor, in the presence of the  
42 Engineer, shall re-test a minimum of 5% of the previously tested locations to validate  
43 the test results. A 5% sample will be selected randomly from the terminal device  
44 locations.

45  
46 **(NWR ITS August 25, 2020)**

47 **Ethernet Switches IP Addresses**

48 The Contractor shall submit a list of all Ethernet devices and the associated cabinet  
49 identification numbers to the Engineer. The Contractor shall program all supplied  
50 information into the devices including, time server, gateway, mask, and address, system

1 name, and location. The Contractor shall allow 10 working days to receive the Ethernet  
2 IP information from the Engineer.

3  
4 **(NWR ITS August 25, 2020)**

5 **Video, Voice & Data Distribution & Transmission System**

6 The Contractor shall provide and install the following:

- 7  
8 \*\*\*1. Ethernet Switches  
9 2. Cabinet Device Servers  
10 3. Data Cables  
11 4. Singlemode Patch Cords\*\*\*  
12

13 **Documentation**

14 Documentation for each system element shall consist of the manufacturer's name and  
15 model number, serial number when available, materials and operating specifications,  
16 wiring schematic and parts list, owner's manuals, factory service manuals, and  
17 procedures for factory testing and system acceptance testing specified elsewhere  
18 herein. The Contractor shall submit three copies of the documentation specified above  
19 prior to the installation of the cable or components described in the submittal to the  
20 Engineer. In addition, the Contractor shall submit three copies of an overall system  
21 wiring schematic and termination chart for the installed TMS elements (operation and  
22 maintenance manuals). All documentation for each individual element shall be neatly  
23 bound in such a way that the information is secured together and is totally legible without  
24 removing the information from the binding. This documentation shall be in addition to  
25 any other data, shop drawings, etc. required to be submitted as specified in these  
26 Special Provisions.  
27

28 **8-20.3(1) General**

29  
30 Section 8-20.3(1) is supplemented with the following:

31  
32 **(NWR ESP August 25, 2020)**

33 **Fiber Optic Cable Installation**

34 When installing new fiber optic cable or reinstalling existing fiber optic cable into new or  
35 existing cable vaults or pull boxes, the installation method shall ensure that the cable is  
36 free of dirt and debris as it enters the conduit and that no dirt or debris enters the conduit  
37 receiving the cable prior to the conduit being plugged or sealed.  
38

39 When installing fiber optic cable, the installation method shall prevent the fiber cable  
40 from direct contact with the ground or pavement between pulls or prior to the installation  
41 of the fiber cable into the conduit.  
42

43 **(NWR ESP August 25, 2020)**

44 **Energized Equipment**

45 Work shall be coordinated so that electrical equipment, with the exception of the service  
46 cabinet, is energized within 72 hours of installation.  
47

48 **(NWR ESP August 25, 2020)**

49 **Pole Removal**

50 Poles designated for removal shall not be removed prior to approval of the Engineer.

1  
2 **(NWR ESP August 25, 2020)**

3 **Signal Display Installation**

4 Signal displays shall be installed no more than 30 days prior to scheduled signal turn on  
5 or changeover.  
6

7 **(NWR ESP August 25, 2020)**

8 **Construction Core Installation**

9 The Contractor shall coordinate installation of construction cores with Contracting  
10 Agency maintenance staff through the Engineer. The Contractor shall provide written  
11 notice to the Engineer, a minimum of seven working days in advance of proposed  
12 installation. The Contractor shall advise the Engineer in writing when construction cores  
13 are ready to be removed.  
14

15 **(NWR ESP August 25, 2020)**

16 **Electrical Equipment Removals**

17 Removals associated with the electrical or ITS systems shall not be stockpiled within the  
18 project limits without the Engineer's approval.  
19

20 **(\*\*\*\*\*)**

21 **Contracting Agency Owned Equipment**

22 A portion of the existing equipment to be removed shall remain the property of the  
23 Contracting Agency.  
24

25 The following shall be disconnected, dismantled, and delivered to the Contracting  
26 Agency:  
27

28 \*\*\*Controllers and controller cabinets  
29 Electrical service cabinets  
30 ITS cameras  
31 Video cameras and mounting hardware  
32 LED luminaires  
33 Vehicle and pedestrian displays and mounting hardware  
34 Visors  
35 Backplates  
36 Pedestrian pushbuttons  
37 Emergency vehicle detectors  
38 Steel mast arm and signal poles  
39 Terminal cabinets  
40 Steel lighting poles\*\*\*  
41

42 Electrical equipment removed from WSDOT ramp terminal intersection signals and the  
43 signal at the intersection of 88th St NE and 34th Ave NE which remains the property of  
44 the Contracting Agency shall be delivered to:  
45

46 WSDOT Signal Shop  
47 3700 9th Ave. So.  
48 Seattle WA 98134  
49 Attention: Supervisor of Stores  
50 (206) 442-2120

Electrical equipment removed from the signal at the intersection of Marine Dr NE and 33rd Ave NE which remains the property of the Contracting Agency shall be delivered to:

Snohomish County Cathcart Way Operations Center (CWOC)  
8915 Cathcart Way  
Snohomish, WA 98296  
Attention: Jeffery Moshier  
(425) 388-7551

Electrical equipment removed from the signal at the intersection of 88th St NE and 36th Ave NE which remains the property of the Contracting Agency shall be delivered to:

City of Marysville Public Works  
80 Columbia Avenue  
Marysville, Washington 98270  
Attention: Senior Traffic Systems Control Technician  
(425) 754-8289

Five days written advance notice shall be delivered to both the Engineer and the Supervisor of Stores at the applicable address listed above. Delivery shall occur during the hours of 7:00 a.m. and 2:00 p.m. Monday through Thursday. Poles and arms are to be stripped, tagged and kept together for delivery. Cabinets and other small items shall be strapped and palletized. Material will not be accepted without the required advance notice.

Equipment damaged during removal or delivery shall be repaired or replaced to the Engineer's satisfaction at no cost to the Contracting Agency.

The Contractor shall be responsible for unloading the equipment where directed by the Engineer at the delivery site.

**(NWR ESP August 25, 2020)**

**Wire Removal**

Remove all wires from salvaged light and signal standards.

**(NWR ESP August 25, 2020)**

**Controller Cabinet Removal**

Controller cabinets shall not be removed until all associated electronic equipment is removed by Contracting Agency signals personnel. All other equipment shall be removed by the Contractor and delivered within 24 hours following removal to the Contracting Agency.

**(NWR ESP August 25, 2020)**

**Pole Shaft and Mast Arm Identification**

All removed mast arms and pole shafts shall be identified by paper identification tags recording pole number, intersection location (such as SR XXX, Jct XXX), and mast arm length.

Four inch by six inch (minimum) tags shall be taped to corresponding pole shafts and mast arms. Information on the mast arm tag shall match the information on the corresponding pole shaft tag. Each tag shall be entirely covered with clear acetate tape. The tape shall be wrapped one full circle around the shaft or arm with a 1/2 inch minimum overlap at the ends and sides.

The Contractor shall bundle the complete signal standard assembly together. The assembly consists of pole shaft, mast arm, and connecting bolts. Connecting bolts shall be attached to the original mast arm base plate.

**(NWR ESP August 25, 2020)**

**Contractor Owned Removals**

All removals associated with electrical or ITS systems, which are not designated to remain the property of the Contracting Agency, shall become the property of the Contractor and shall be removed from the project.

The Contractor shall:

Remove all wires for discontinued circuits from the conduit system.

Remove elbow sections of abandoned conduit entering junction boxes.

Abandoned conduit encountered during excavation shall be removed to the nearest outlets or as directed by the Engineer.

Remove foundations entirely, unless the Plans state otherwise.

Backfill voids created by removal of foundations and junction boxes. Backfilling and compaction shall be performed in accordance with Section 2-09.3(1)E.

**(NWR ESP August 25, 2020)**

**Surface Mounted Appurtenances**

Electrical appurtenances to be surface mounted on structures shall be mounted so that a minimum 1/4 inch space is maintained between the appurtenance and structure.

**(NWR ITS August 25, 2020)**

**Existing System Disruption and Restoration**

The Contractor shall use every precaution to ensure that no Contract Work causes disruptions to the existing systems, except those disruptions that are planned and approved in advance, as defined herein.

Existing systems include, but are not limited to, the following:

A. All ITS field devices, such as ramp meter, data collection, and CCTV systems, within the project construction limits.

B. Fiber optic and TWP data and video communication systems on  
\*\*\* Interstate 5 \*\*\*.

C. All equipment critical to ramp meter operations, defined as power to the cabinet, all advanced warning signs and beacons, the ramp meter signal displays, the controller, communications with the TMC and Q, D, I and P loop detection in all metered lanes.

### **Planned Disruptions**

Contract Work may require disruptions to existing systems, circuits, and equipment. The Contractor shall schedule the Work and predetermine the affected system(s), extent, start time, and duration of planned disruptions. Planned disruptions shall be scheduled between the hours of 8 p.m. and 4 a.m. If traffic control is required for this Work, the Contractor shall also adhere to the allowable closure hours listed in Subsection **Public Convenience and Safety** of the Special Provision **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**. Failure of the Contractor to restore disrupted systems and equipment prior to 4 a.m. will constitute an unplanned disruption, and the "Restoration Procedure" below will apply.

### **Requirements**

Twenty-one calendar days prior to planned disruptions of any existing system, circuit, or equipment, the Contractor shall submit to the Engineer for approval a written Disruption Request. Each Disruption Request shall include the system(s) to be affected, the disruption start date and time, and the estimated duration required. The Contractor shall submit a separate, numbered Disruption Request for each planned disruption. Disruption Request approval or rejection will be returned to the Contractor in writing by the Engineer at least seven calendar days prior to the proposed start of the disruption. The Engineer may reject a requested time or duration and verbally recommend an alternate time or duration agreeable to both the Contractor and the Contracting Agency.

### **Existing Ramp Meter Cutover**

In order to accommodate Work that cannot be completed within the allowed time constraints of a planned disruption as defined in the Special Provision **EXISTING SYSTEM DISRUPTION AND RESTORATION**, the Contractor shall be allowed a cutover window in which the ramp meter may be out of service in order to cut over to the new ramp metering configuration. Prior to cutting each ramp meter over to its final configuration, the Contractor shall ensure that each ramp meter remains operational at the end of each planned disruption as allowed by the Existing System Disruption and Restoration Special Provision. This requires the equipment critical to ramp meter operations as defined above to be fully functional and maintained in place. For ramp meter (fill in cabinet number), the cutover window shall be limited to (fill in number of working days or hours). All required testing and repairs of any elements that don't pass testing shall be completed during the cutover window. At the end of the cutover window, each ramp meter shall be fully functional in its final configuration.

### **Restoration Procedure**

Any unplanned disruptions determined by the Engineer to be caused by the actions of the Contractor or the Contractor's representative(s) shall be corrected by the Contractor at no additional cost to the Contracting Agency.

1 Upon the occurrence of an unplanned disruption and subsequent notification by the  
2 Engineer, the Contractor shall immediately stop all other ITS Work in progress, in  
3 accordance with Section 1-08.6, and shall expend all efforts to restore the disrupted  
4 system(s) or correct the problem causing the disruption. The Contractor will not be  
5 granted an extension of time for delays caused by the repair of disrupted systems.  
6 Unplanned disruptions shall result in the assessment of liquidated damages in  
7 accordance with the Subsection **Liquidated Damages** of the Special Provision  
8 **PROSECUTION AND PROGRESS.**  
9

10 **(NWR ITS August 25, 2020)**

11 **ITS System Order of Work**

12 The Contractor shall submit a Type 2 Working Drawing in accordance with  
13 Section 1-05.3 consisting of a proposal for accomplishing the ITS Work to the Engineer.  
14

15 The proposal shall be approved before any ITS fieldwork begins. The proposal shall  
16 include a critical path for ITS construction which shows dates of disconnection,  
17 reconnection, and installation of the following ITS components as applicable to this  
18 Contract:  
19

- 20 1. Traffic Data Accumulation And Ramp Metering System
- 21 2. Closed Circuit Television System
- 22 3. Highway Advisory Radio System
- 23 4. Communication Conduit System
- 24 5. Communication Cable and Interfaces
- 25 6. Variable Message Sign
- 26 7. Video, Voice & Data Distribution and Transmission System
- 27 8. Environmental Sensor Station
- 28 9. Permanent Traffic Recorder Station  
29

30 The critical path shall also indicate all roadway lane shifts or closures that will be in effect  
31 during ITS construction.  
32

33 **(NWR ITS August 25, 2020)**

34 **Removal and Delivery of Existing ITS Equipment**

35 Where identified in the Plans, the Contractor shall remove and deliver the existing  
36 devices to:  
37

38 3700 9th Ave. S.  
39 Seattle WA 98134  
40 Attention: Supervisor of Stores  
41 (206) 442-2120  
42

43 Five days written advance notice shall be given to both the Engineer and the Supervisor  
44 of Stores at the address listed above. Delivery shall occur between the hours of 7:00  
45 a.m. and 2:00 p.m. Monday through Thursday. Material will not be accepted without the  
46 required advance notice.  
47

48 Equipment damaged during removal or delivery shall be repaired or replaced to the  
49 Engineer's satisfaction at no cost to the Contracting Agency.  
50



1 **8-20.3(5) Conduit**

2  
3 **(NWR ITS August 25, 2020)**  
4 **Cabinet Conduit Sealing**

5 All conduits entering pad mounted cabinets and all conduits entering ITS hubs shall be  
6 sealed with an approved mechanical plug at both ends of the conduit run. Conduit duct  
7 seal will not be accepted. This applies to all new conduits and all existing conduits that  
8 cables have been added to or removed from.

9  
10 Pad mounted cabinets shall include all cabinets installed on a concrete foundation.

11  
12 **8-20.3(5)A General**

13  
14 **8-20.3(5)A1 Fiber Optic Conduit**

15  
16 Section 8-20.3(5)A1 is supplemented with the following:

17  
18 (NWR ESP August 25, 2020)

19 When multiple conduits are installed in the same trench, one location wire shall  
20 be placed between conduits. When multiple conduits are installed in the same  
21 boring, one location wire is required for the conduit bundle.

22  
23 Location wire routed into pull boxes or cable vaults shall be attached to the "C"  
24 channel or the cover hinge bracket with stainless steel bolts and straps. A 1-  
25 foot loop of locate wire shall be provided above the channel as shown in the  
26 Plans.

27  
28 **8-20.3(5)A2 ITS and Cabinet Outer and Innerduct Conduit**

29  
30 Section 8-20.3(5)A2 is supplemented with the following:

31  
32 **(NWR ESP August 25, 2020)**

33 **Conduit Seal**

34 Existing conduits, entering cabinets, that are scheduled to have cables added  
35 or removed shall be sealed with an approved mechanical plug or waterproof  
36 foam at both ends of the conduit run.

37  
38 Existing Outer duct and inner duct conduit, entering cabinets, that are  
39 scheduled to have cables added or removed shall be sealed according to this  
40 section.

41  
42 **8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes**

43  
44 Section 8-20.3(6) is supplemented with the following:

45  
46 (NWR ESP August 25, 2020)

47 Unless otherwise noted in the Plans or approved by the Engineer, junction boxes, cable  
48 vaults and pull boxes shall not be placed within the traveled way or paved shoulders.

1 All junction boxes, cable vaults, and pull boxes placed within the traveled way or paved  
2 shoulders shall be heavy-duty.

3  
4 Wiring shall not be pulled into any conduit until all associated junction boxes have been  
5 adjusted to, or installed in, their final grade and location, unless installation is necessary  
6 to maintain system operation. If wire is installed for this reason, sufficient slack shall be  
7 left to allow for future adjustment.

8  
9 Prior to installing new cables or reinstalling existing cables into new or existing cable  
10 vaults, pull boxes or junction boxes, the cable vault, pull box or junction box shall be  
11 cleaned of all dirt and debris.

12  
13 When junction boxes, cable vaults and pull boxes are installed or adjusted prior to  
14 construction of finished grade, pre-molded joint filler for expansion joints may be placed  
15 around the junction boxes, cable vaults and pull boxes. The joint filler shall be removed  
16 prior to adjustment to finished grade.

17  
18 When junction boxes, cable vaults or pull boxes are adjusted to finished grade, the six-  
19 inch gravel pad requirements shall be maintained. When existing junction boxes pull  
20 boxes or cable vaults do not have this gravel pad, or the gravel pad does not meet these  
21 Specifications, a gravel pad, meeting these Specifications shall be installed as part of  
22 the adjustment to finished grade.

23  
24 Heavy-duty Type 4, 5 and 6 junction boxes, cable vaults and pull boxes shall be installed  
25 in accordance with the following:

- 26  
27 1. Excavation shall be sufficient to leave one foot in the clear between their outer  
28 surface and the earth bank.
  - 29  
30 2. Junction boxes, cable vaults and pull boxes shall be installed on a level 6-inch  
31 layer of crushed surfacing top course, in accordance with Section 9-03.9(3),  
32 placed on a compacted or undisturbed foundation. The crushed surfacing shall  
33 be compacted in accordance with Section 2-09.3(1)E.
  - 34  
35 3. After installation, the lid/cover shall be kept bolted down during periods when  
36 Work is not actively in progress at the junction box, cable vault or pull box.
  - 37  
38 4. Before closing the lid/cover, the lid/cover and the frame/ring shall be thoroughly  
39 brushed and cleaned of all debris. There shall be absolutely no visible dirt,  
40 sand or other foreign matter between the bearing surfaces.
  - 41  
42 5. When the lid/cover is closed for the final time, a liberal coating of anti-seize  
43 compound shall be applied to the bolts and nuts and the lid shall be securely  
44 tightened.
  - 45  
46 6. Hinges on the Type 4, 5 and 6 junction boxes shall be located on the side of  
47 the box, to allow the lid to open away from traffic. Hinges shall allow the lid to  
48 open 180 degrees.
- 49

1 **8-20.3(8) Wiring**

2  
3 Section 8-20.3(8) is supplemented with the following:

4  
5 **(NWR ESP August 25, 2020)**

6 **Wire Labels**

7 At each junction box, all illumination wires, power supply wires, and communication  
8 cable shall be labeled with a PVC marking sleeve. For illumination and power supply  
9 circuits the sleeve shall bear the circuit number. For communication cable the sleeve  
10 shall be marked "Comm".

11  
12 **(NWR ESP August 25, 2020)**

13 **Wire Splices**

14 All splices shall be made in the presence of the Engineer.

15  
16 **(NWR ESP August 25, 2020)**

17 **Illumination Circuit Splices**

18 Temporary splices shall be the heat shrink type.

19  
20 **8-20.3(9) Bonding, Grounding**

21  
22 Section 8-20.3(9) is supplemented with the following:

23  
24 **(NWR ESP August 25, 2020)**

25 Where shown in the Plans or where designated by the Engineer, the metal frame and lid  
26 of existing junction boxes shall be grounded to the existing equipment grounding system.  
27 The existing equipment grounding system shall be derived from the service serving the  
28 raceway system of which the existing junction box is a part.

29  
30 **(NWR ITS August 25, 2020)**

31 Where existing ITS conduits are utilized, an equipment-grounding conductor shall be  
32 installed except for conduits with innerduct.

33  
34 In addition to the conductors called for in the Contract, all ITS conduits without innerduct  
35 shall be installed with an equipment-grounding conductor and bonding jumpers sized  
36 per NEC 250-122, with the exception that the minimum size shall be 8 AWG.

37  
38 All new and existing junction boxes, cable vaults and pull boxes that an equipment-  
39 grounding conductor is pulled to shall be bonded in accordance with Section 8-20.3(9).

40  
41 Location wires shall not be connected to the equipment-grounding system. For  
42 attachment of location wires, see Subsection **Location Wire** in the Special Provision  
43 **COMMUNICATION CONDUIT SYSTEM**.

44  
45 Supplemental grounding shall be provided at signal standards for ramp meters and steel  
46 sign posts for advance warning signs. Foundations for these standards shall be installed  
47 with a bare 4 AWG copper wire, which is connected to the reinforcing cage with an  
48 approved acorn clamp or exothermic weld and routed to connect to the pole at the  
49 grounding lug.  
50

1 **8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS)**  
2 **Cabinets**

3  
4 Section 8-20.3(10) is supplemented with the following:

5  
6 **(NWR ESP August 25, 2020)**  
7 **Cabinet Construction Core**

8 A green construction core shall be installed for each cabinet core lock. Upon Contract  
9 completion, two master keys for each cabinet shall be delivered to the Engineer.

10  
11 **8-20.3(11) Testing**

12  
13 Section 8-20.3(11) is supplemented with the following:

14  
15 **(NWR ESP August 25, 2020)**  
16 **Communication Cable Acceptance Testing**

17 Communications cable acceptance testing shall be performed for each pair of  
18 conductors. Acceptance testing shall commence only after all communication cable is  
19 installed, and all splices have been completed, with the exception of the splices  
20 connecting the new cable to existing cable. If any test fails, repairs shall be made by  
21 the Contractor and the entire test series shall be repeated.

22  
23 Three tests shall be performed on each cable installation. All tests shall be conducted  
24 in the presence of the Engineer. The Contractor shall provide the necessary test  
25 equipment, perform the tests, and document the results. When the tests are completed,  
26 whether successful or not, the test result documentation shall be provided to the  
27 Engineer. All tests shall be conducted on all pairs in the communication cable to each  
28 cable drop point. Seven calendar days notice shall be given by the Contractor prior to  
29 performing any of the tests.

30  
31 For each arterial all testing shall be conducted from the same cable drop point.

32  
33 **Continuity Test:**

34 The continuity test shall be made on each conductor as well as the cable shield.  
35 Each conductor and/or shield shall show a resistance of not more than 20 ohms per  
36 1,000 feet of conductor. The resistance of each conductor shall be recorded.

37  
38 **Insulation Test:**

39 The insulation test shall be measured on each insulated conductor with all other  
40 conductors in the cable (including cable shield) grounded. The measurement shall  
41 be made with a DC potential of not less than 60% and not more than 90% of the  
42 insulation rating for 1 minute. Insulation resistance shall exceed 5,000 megohm-  
43 miles. The insulation resistance of each conductor shall be recorded.

44  
45 **Frequency Response and Noise Test:**

46 The frequency response and noise tests shall be performed on each pair of  
47 conductors. All tests shall be made using transmission test instruments designed  
48 especially for use on data circuits. Two such instruments are required; one for use  
49 at the designated testing location and the other for use at each cable drop location.  
50

The test sets shall be subject to approval by the Engineer prior to the start of the tests.

The first test shall measure frequency response from the test location to each cable drop. A tone of 0 dBm shall be applied to the transmitting end and the signal level shall be measured at the receiving end. The cable pair being tested shall be isolated from ground and terminated in 600 ohms at both test locations. A 10,000 ohm resistor shall terminate the same pair at all other cable drop locations. The test shall be performed at frequencies of 300, 500, 700, 1,004, 1,500, 2,300 and 3,000 Hz. The received tone shall be:

Greater than minus 16 dBm at 1,004 Hz.

2 dB gain to 8 dB loss with respect to the level at 1,004 Hz over the frequency range of 500 to 2,500 Hz.

2 dB gain to 12 dB loss with respect to the level at 1,004 Hz over the frequency ranges of 300 to 500 Hz and 2,500 to 3,000 Hz.

The second test shall measure circuit or background noise. The cable pair being tested shall be terminated the same as in the previous test. A C-message filter in the test set shall restrict the spectrum to the range normally used for voice-grade data circuits. The noise level shall be at least 13 dB below the lowest signal level measured in the first test.

All test data shall be recorded in an approved format. Cables that fail the tests shall be repaired or replaced as directed by the Engineer.

**(NWR ESP August 25, 2020)**

**Traffic Signal Turn-on**

Prior to a Traffic Signal Turn-on event, the Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees:

Project Engineer  
Project Chief Inspector  
Electrical Inspector  
Signal Operations Engineer  
Signal Maintenance Technician

The Contractor shall provide the Engineer a minimum of five working days written notice of the proposed Pre Turn-on coordination meeting date and time.

Prior to the Pre Turn-on coordination meeting, the Contractor shall complete the items of Work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to the Engineer. The Traffic Signal Turn-on Checklist form will be furnished to the Contractor by the Engineer.

Prior to scheduling a turn-on date, the Contractor shall provide verification to the Engineer that tests 1, 2, and 3 as specified in this Section have been completed.

1  
2 **8-20.3(14) Signal Systems**  
3

4 Section 8-20.3(14) is supplemented with the following:  
5

6 (\*\*\*\*\*)

7 **Temporary Vehicle Detection Systems**

8 Temporary vehicle detection systems shall provide stop line detection for approached to  
9 all existing traffic signal systems required to remain operational within the limits of  
10 construction. Temporary detection systems may be Engineer-approved video or radar  
11 technologies and shall be completely installed and made operational prior to any  
12 associated induction loop, video or radar detection being disabled.  
13

14 **8-20.3(14)A Signal Controllers**  
15

16 Section 8-20.3(14)A is supplemented with the following:  
17

18 **(NWR ESP August 25, 2020)**

19 **Controller Equipment Training**

20 The Contractor shall provide a minimum of eight hours training for Contracting  
21 Agency personnel. Qualified personnel, mutually agreed upon by the Contracting  
22 Agency and Contractor, shall conduct the training. All sessions shall be conducted  
23 during Stages 2, 3, and 4 as described in Subsection **Testing**. The Contractor shall  
24 notify the Project Engineer seven working days in advance of the training session.  
25 All documentation (maintenance manuals, wiring diagrams, etc.) shall be made  
26 available for use in this training session.  
27

28 This training shall include, but not be limited to, the following:  
29

- 30 1. Operations: (approximately four hours in length)  
31  
32 a. Equipment Energization Procedures  
33 b. Utilization of Operator Controls  
34 c. Input Procedures  
35  
36 2. Maintenance: (approximately four hours in length)  
37  
38 a. Hardware Maintenance  
39 b. System Trouble Shooting  
40 c. Detection of Abnormal Conditions  
41 d. Emergency Operating Procedures  
42

43 All participants are assumed to have a basic working knowledge of electronics.  
44

45 Training sessions shall emphasize hands-on training.  
46

47 No compensation shall be made to the Contractor if the "Controller Equipment  
48 Training" Bid item is cancelled prior to the end of the procurement period, in  
49 accordance with Section 1-09.5.  
50

1           **8-20.3(14)B Signal Heads**

2  
3           The first paragraph of Section 8-20.3(14)B is supplemented with the following:

4  
5           **(NWR ESP August 25, 2020)**

6           **Signal Head Installation with Back Plates**

7           Signal heads shall be installed with back plates.

8  
9           Where the yellow reflective tape is applied, the application surface of the back plate  
10          shall be cleaned, degreased with isopropyl alcohol and dried prior to application of  
11          the sheeting.

12  
13          **8-20.3(14)C Induction Loop Vehicle Detectors**

14  
15          Item No. 1 and the last sentence of Item No. 3 of Section 8-20.3(14)C are deleted.

16  
17          Section 8-20.3(14)C is supplemented with the following:

18  
19          **(NWR ESP August 25, 2020)**

20          **Round Loops**

21          Round loops shall be constructed in accordance with the following requirements:

- 22
- 23           1. Loop conductor and lead in cable shall conform to these Special  
24           Provisions.
  - 25  
26           2. Round sawcuts shall be six feet in diameter and shall be constructed using  
27           equipment designed for cutting round loops. The equipment shall use a  
28           concave, diamond-segmented blade. The sawcuts shall be normal to the  
29           pavement surface and shall be a minimum of 0.25 inches wide. The  
30           sawcut depth shall be a minimum of 2-5/8 inches and a maximum of 3  
31           inches measured at any point along the perimeter, except on bridge decks.  
32           Other methods of constructing the round sawcut, such as anchoring a  
33           router or flat blade saw, will not be allowed.
  - 34  
35           3. The bottom of the sawcut shall be smooth. No edges created by  
36           differences in sawcut depths will be allowed.
  - 37  
38           4. All sawcut corners shall be rounded to a minimum 1.5 inch radius.
  - 39  
40           5. All sawcuts shall be cleaned with a 1000 psi high pressure washer as  
41           certified by the manufacturer's label on the machine or as measured by an  
42           in line pressure gauge. Wash water and slurry shall be vacuumed out and  
43           the sawcut shall be blown dry with compressed air. Disposal of the wash  
44           water and slurry shall comply with the requirements of Section 1-07.5(3)  
45           and the Special Provision **LEGAL RELATIONS AND RESPONSIBILITIES**  
46           **TO THE PUBLIC.**
  - 47  
48           6. Loops shall be installed after grinding and prior to the final lift of roadway  
49           surfacing material.
- 50

- 1                   7. The conductor shall be installed one turn on top of the previous turn. All  
2 turns shall be installed in a clockwise direction. The conductors shall be  
3 secured to prevent floating with 2-inch lengths of high temperature foam  
4 backer rod sized for a snug fit. The backer rod shall be spaced at 2-foot  
5 intervals around the perimeter of the sawcut and at corners.  
6  
7                   8. Installation of the sealant shall completely encapsulate the loop  
8 conductors. A minimum of one inch of sealant shall be provided between  
9 the top of the conductors and the top of the sawcut. The top of the sealant  
10 shall be flush to 1/8 inch below the top of the sawcut.  
11  
12                  9. Use of kerosene solvent is prohibited.  
13

14 **(NWR ESP August 25, 2020)**

15 **Loop Sealant**

16 Loop sealants shall be installed per manufacturer's recommendations.  
17

18 If 3M Black 5000 sealant is used, it shall be installed so that the sealant is protected  
19 from wheel tracking prior to the sealant being fully cured. When 3M Black 5000  
20 loop sealant is installed below the final lift of an HMA installation, a minimum of 5  
21 consecutive days of cure time is required before the final lift is installed.  
22

23 **(NWR ESP August 25, 2020)**

24 **Existing Traffic Loops**

25 The Contractor shall notify the Area Traffic Engineer through the Engineer a  
26 minimum of five working days in advance of pavement removal or grinding in areas  
27 with existing loops.  
28

29 If the Engineer suspects that damage to any loop, not identified in the Plans as  
30 being replaced, may have resulted from Contractor's operations or is not operating  
31 adequately, the Engineer may order the Contractor to perform the field tests  
32 specified in Section 8-20.3(14)D. The test results shall be recorded and submitted  
33 to the Engineer. Loops that fail any of these tests shall be replaced.  
34

35 Loops that fail the tests, as described above, and are replaced shall be installed in  
36 accordance with current Contracting Agency design guidelines and Standard Plans,  
37 as determined by the Engineer.  
38

39 If traffic signal loops that fail the tests, as described above, are not replaced and  
40 operational within 48 hours, the Contractor shall install and maintain interim video  
41 detection until the replacement loops are operational. The type of interim video  
42 detection furnished shall be approved by the Engineer prior to installation.  
43

44 **(NWR ITS August 25, 2020)**

45 **ITS Traffic Data and Speed Induction Loop Detectors - Spacing**

46 Traffic data and speed loops shall be installed 17 feet ( $\pm$  1 inch) apart, measured  
47 from leading edge to leading edge in each lane, as detailed in the ITS Plans. Loop  
48 spacing not meeting this requirement shall be reinstalled, by the Contractor, in  
49 accordance with these provisions at no additional charge to the Contracting Agency.  
50



1 With the approval of the Engineer, the loop lead in junction box and the entire loop  
2 array (set) may be shifted up to 100 ft maximum, where the plan loop locations call  
3 for the loops to be installed in existing pavement with joints or severe cracking. If  
4 required, additional conduit and junction boxes necessary for loop shifting shall be  
5 addressed in accordance with Section 1-04.4.  
6

#### 7 **8-20.3(14)D Test for Induction Loops and Lead-in Cable**

8  
9 Section 8-20.3(14)D is supplemented with the following:

##### 10 **(NWR ESP August 25, 2020)**

##### 11 **Existing Induction Loop Tests**

12 Test A and Test D are revised as follows:

13  
14  
15 Test A - The DC resistance between the 2 lead-in cable wires, including the  
16 loop, shall be measured by a volt ohmmeter. The resistance shall not exceed  
17 5-ohms or lower the Q of the circuit below 5 where Q is equal to the "Inductive  
18 Impedance @ 50 kHz" divided by "Resistance".  
19

20 Test D - An inductance test shall be made to determine the inductance level of  
21 each inductance loop. The Contractor shall record the inductance level of each  
22 inductance loop installed on the project and shall furnish the findings to the  
23 Engineer. An induction level, as measured from the controller cabinet, below  
24 50-microhenries is considered a failure.  
25

##### 26 **(NWR ESP August 25, 2020)**

##### 27 **Existing Lead-in Cable Test**

28 When new induction loops are scheduled to be installed and spliced to an existing  
29 two-conductor shielded detector lead-in cable, the Contractor shall perform the  
30 following:  
31

- 32 1. Disconnect the existing detector lead-in cable in the controller cabinet and  
33 at the loop splice.
- 34 2. Megger test both detector lead-in cable conductors. A resistance reading  
35 of less than 100-megohms is considered a failure.
- 36 3. Detector lead-in cables that fail the test shall be replaced and then  
37 retested.
- 38 4. After final testing of the detector lead-in cable, the loop installation shall be  
39 completed and the loop system tested according to Tests A, C and D.
- 40 5. Connect the detector lead-in cables in the controller cabinet.  
41

##### 42 **(NWR ESP August 25, 2020)**

##### 43 **Existing Loop Test**

44 When two-conductor shielded detector lead-in cable is scheduled to be installed  
45 and spliced to an existing loop, the Contractor shall perform the following:  
46

- 47 1. Disconnect the existing loop from the detector lead-in splice.
- 48 2. Megger test the existing loop wire. A resistance reading of less than 100-  
49 megohms is considered a failure.
- 50 3. Loops that fail the test shall be replaced and then retested.

4. After the final testing of the loops, the detector lead-in cable installation shall be completed and the loop system tested according to Tests A, C and D.

### **8-20.3(17) "As Built" Plans**

Section 8-20.3(17) is supplemented with the following:

**(NWR ITS August 25, 2020)**

#### **As-Built Records**

The Contractor shall provide the Engineer with a cable route diagram for all installed fiber optic and twisted pair cables. The diagram shall show the actual cable routes and "meter marks" where each cable enters and exits pull boxes, cable vaults, junction boxes, splices and termination points. The Contractor shall record these points during cable installation. The diagram shall also include all ITS device locations as well as the location and quantity of slack cable. The cable route diagram shall be submitted to the Engineer as part of the Fiber Cable Testing documentation.

### **8-20.4 Measurement**

Section 8-20.4 is supplemented with the following:

**(NWR ESP August 25, 2020)**

Induction loop type \_\_\_\_ will be measured per each complete installation.

**(NWR ESP August 25, 2020)**

Grounding existing junction box will be measured per each junction box properly grounded.

### **8-20.5 Payment**

The first two paragraphs of Section 8-20.5 are supplemented with the following:

**(NWR ESP August 25, 2020)**

"Temporary Traffic Signal System \_\_\_\_", per lump sum.

**(NWR ESP August 25, 2020)**

"Temporary Illumination System \_\_\_\_", per lump sum.

Section 8-20.5 is supplemented with the following:

**(\*\*\*\*\*)**

All costs associated with the removal of existing traffic signal and illumination systems shall be included in the lump sum Contract price for the associated applicable temporary signal or temporary illumination system Bid item.

**(NWR ESP August 25, 2020)**

All costs associated with the removal of a temporary traffic signal system, temporary illumination system, temporary traffic and illumination system or a temporary video detection system shall be included in the lump sum Contract price for the associated Bid item.

(NWR ESP August 25, 2020)

All costs for testing the existing detection loop, as described in Subsection **Existing Loop Test**, shall be included in the Contract Bid item associated with the detection lead-in cable installation.

All costs for replacing the existing detection loop, as described in Subsection **Existing Loop Test**, shall be in accordance with Section 1-04.4.

(NWR ESP August 25, 2020)

All costs for testing the existing detection lead-in cable, as described in Subsection **Existing Lead-in Cable Test**, shall be included in the Contract Bid item associated with the traffic loop installation.

All costs for replacing the existing detection lead-in cable, as described in Subsection **Existing Lead-in Cable Test**, shall be in accordance with Section 1-04.4.

(NWR ESP August 25, 2020)

All costs for adjustment of new junction boxes, both to the final grade and any grade adjustments required for the various construction stages proposed in the Contract, or for alternative stages proposed by the Contractor, shall be included in the lump sum Contract price for the associated electrical system.

(NWR ESP August 25, 2020)

All costs for conduit, junction boxes, and associated hardware and fittings installed on or within a structural item (wall, bridge, or barrier) shall be included in the lump sum Contract price for the associated electrical or conduit system.

(NWR ESP August 25, 2020)

The construction signs used during signal turn-on will be paid as part of "Construction Signs Class A".

## **8-26 VACANT**

Section 8-26, including title, is replaced with the following:

(\*\*\*\*\*)

### **8-26 Stormwater Treatment Vault – Option 1 (Subgrade Biofiltration)**

#### **8-26.1 Description**

This work includes furnishing and installing a subgrade modular bioretention system for enhanced stormwater treatment. The unit shall be fully contained below surface level, with no exposed landscaping or visible structures above grade. The system shall be factory-assembled and equipped with engineered biofiltration media, underdrain stone, PVC underdrain piping, and mulch to treat stormwater runoff from impervious surfaces. Example: Filterra® Peak Diversion Underground by Contech Engineered Solutions LLC, or approved equal.

#### **8-26.2 Materials**

##### **8-26.2(1) Vault and Internal Components**

Precast concrete vault shall conform to ASTM C857 and C858.

Vault structure must support HS-20 loads with minimum 6-inch cover.

Engineered media shall be GULD-certified for Enhanced Treatment and Oil Control per Washington State Department of Ecology requirements.

PVC SDR-35 perforated underdrain.

No above-grade vegetation. Cleanout access must be flush with surface grade.

#### **8-26.2(2) Appurtenances and Sealants**

Inlet/outlet access hardware: Cast iron or galvanized steel where applicable.

Joint sealing: ASTM C990 or polyurethane RTV silicone for water-resistant sealing.

Grout: Non-shrink, ASTM C1107 compliant, compressive strength  $\geq 6200$  psi.

Internal baffle walls, if present, must be sealed for hydraulic integrity.

#### **8-26.3 Construction Requirements**

##### **8-26.3(1) General**

Construction requirements for excavation, bedding, installation, and backfill shall be in accordance with Section 7-06.3.

##### **8-26.3(2) Vault-Specific Requirements**

Protect engineered filter media from sedimentation during construction.

Ensure contributing surfaces are stabilized and free of debris prior to activating the unit.

No above-grade landscaping or surface features are required; the vault shall remain fully below grade.

##### **8-26.3(3) Quality Assurance**

The system shall carry an active General Use Level Designation (GULD) for Enhanced and Oil Treatment per Washington State Department of Ecology requirements.

The manufacturer shall provide certification of media performance and hydraulic capacity.

At the request of the Owner, the manufacturer or representative shall inspect the vault 6–12 months after activation.

#### **8-26.4 Measurement**

Measurement shall be in accordance with Section 7-06.5.

#### **8-26.5 Payment**

Measurement and payment for Stormwater Treatment Vault Option 1 (Standard and Large) shall be in accordance with Section 7-06.

**8-27 VACANT**

Section 8-27, including title, is replaced with the following:

(\*\*\*\*\*)

**8-27 Stormwater Treatment Vault – Option 2 (Subgrade Biofiltration)**

**8-27.1 Description**

This work consists of furnishing and installing a modular subgrade horizontal-flow biofiltration stormwater treatment system. The system shall be self-contained below ground, without surface vegetation or landscaping, and shall fully drain between storm events. It shall incorporate pretreatment, engineered media filtration, and underdrain components within a sealed vault. The treatment system must have a current General Use Level Designation (GULD) from the Washington State Department of Ecology for Basic, Enhanced (Metals), and Phosphorus treatment.

**8-27.2 Materials**

**8-27.2(1) Structure and Components**

Precast vaults shall meet ASTM C857 and C858 and be rated for HS-20 live loads with minimum 6 inches of earth cover.

Treatment train must include:

- Pretreatment chamber with sedimentation or screening element
- Media-filled filtration chamber without vegetation
- Underdrain system capable of handling design flow

Media shall allow horizontal or radial flow and meet the design infiltration rate set by Ecology-approved specifications. Treatment chamber must be designed to drain down between storm events.

**8-27.2(2) Appurtenances**

Vault access covers shall be HS-20 rated, cast iron or galvanized steel.

All joints shall be sealed with watertight materials conforming to ASTM C990.

Bypass and flow control components shall be integrated and conform to manufacturer's design requirements.

**8-27.3 Construction Requirements**

**8-27.3(1) General**

Construction requirements for excavation, bedding, installation, and backfill shall be in accordance with Section 7-06.3.

**8-27.3(2) Vault-Specific Requirements**

Protect engineered filter media from sedimentation during construction.

1 Ensure contributing surfaces are stabilized and free of debris prior to activating the unit.

2  
3 Confirm vault drain-down performance post-installation in accordance with the Washington  
4 State Department of Ecology test protocol.

5  
6 **8-27.3(3) Quality Assurance**

7 Media and structural design shall conform to Ecology-approved GULD standards for Basic,  
8 Enhanced (Metals), and Phosphorus treatment.

9  
10 At the request of the Owner, the manufacturer or representative shall inspect the vault 6–12  
11 months after activation.

12  
13 The system shall be designed to fully drain between storm events under typical site conditions.

14 **8-27.4 Measurement**

15 Measurement shall be in accordance with Section 7-06.5.

16 **8-27.5 Payment**

17 Measurement and payment for Stormwater Treatment Vault Option 2 (Standard and Large)  
18 shall be in accordance with Section 7-06.5.

19  
20 **8-30 STREAM, RIVERS, AND WATERBODIES**

21 **8-30.3 Construction Requirements**

22 **8-30.3(1) General Requirements**

23 **8-30.3(1)A Stream Preconstruction Meeting**

24 The last sentence of the first paragraph of Section 8-30.3(1)A is revised to read:

25  
26 (May 5, 2025 WSDOT GSP)

27 The purpose of the meeting is to discuss the goals, objectives, intent, streambed  
28 construction procedures, erosion and scour protection construction procedures,  
29 construction sequence, woody material placement, critical functions during stream  
30 work, potential use of native streambed excavation materials, quality control steps  
31 to control mixing ratios, personnel, equipment to be used, onsite evaluation for  
32 erosion and scour protection, and other elements of construction.

33 **8-30.3(1)B Onsite Evaluation Meetings**

34 **8-30.3(1)B1 Onsite Erosion and Scour Protection Evaluation Meeting**

35 (May 5, 2025 WSDOT GSP)

36 The last sentence of Section 8 -30.3(1)B1 is deleted.

37 **8-30.3(2) Erosion and Scour Protection**

38 **8-30.3(2)E As-Built**

39 (May 5, 2025 WSDOT GSP)

40 Section 8 -30.3(2)E is deleted in its entirety.

1 **8-30.3(3) Streambed Aggregates**

2 Section 8-30.3(3) is supplemented with the following:

3  
4 (\*\*\*\*\*)

5 **Blending Streambed Aggregates**

6 Streambed aggregates shall be mixed in the following proportions:

7 \*\*\*90-percent Streambed Sediment and 10-percent 4-inch Streambed Cobbles\*\*\*

8  
9 **8-31 Temporary Stream Diversion**

10  
11 **8-31.3 Construction Requirements**

12  
13 **8-31.3(1) General**

14  
15 **8-31.3(1)A General TSD Requirements**

16  
17 Section 8-31.3(1)A is supplemented with the following:

18  
19 **(October 3, 2022)**

20 **Minimum Stream Flows**

21 At all times of operation, the Contractor's temporary stream diversion shall be  
22 designed to convey the following minimum flow rate of water in cubic feet per  
23 second:

24  
25 \*\*\* Q Low Flow = 31 cfs \*\*\*

26  
27 **(October 3, 2022)**

28 **Minimum Stream Flows (Contingency System)**

29 A Contingency System is required for this Project. The Contractor's contingency  
30 system shall be designed to convey the following minimum flow rate of water in  
31 cubic feet per second:

32  
33 \*\*\* Q2-YEAR = 55 cfs \*\*\*

34  
35 Add the following new Section 8-33:

36 **(January 6, 2025)**

37 **WOODY MATERIAL**

38 **Description**

39 This Work shall consist of furnishing and installing woody material where shown in the Plans  
40 or where specified by the Engineer.

41  
42 **Definitions**

43 **Diameter at breast height (DBH)** - The method of expressing the diameter of the trunk  
44 of a tree measured 4.5 feet above ground when standing.

45  
46 **Large Woody Material (LWM)** - Trees and parts of trees including any variation of logs,  
47 rootwads, or stumps greater than 4 inches in diameter.

1 **Small Woody Material (SWM)** - Small trees and parts of trees where the trunk is 2 to  
2 4 inches in diameter.

3  
4 **Slash** - Small trees and parts of trees where the trunk is less than 2 inches in diameter.

5  
6 **Materials**

7 **Large Woody Material (LWM)**

8 LWM shall be a log with or without rootwad as specified in the Plans. LWM shall be free  
9 of soil and rocks, rot and disease, and shall be free of fractures. It shall retain at least  
10 50% of the original bark in its final placement. Cleaning shall not strip LWM of bark and  
11 roots.

12  
13 **Log without Rootwad**

14 When a log without rootwad is specified in the Plans, it shall meet the following  
15 requirements:

- 16  
17 1. The trunk shall be of a native coniferous tree excluding Western red cedar  
18 (Thuja plicata).  
19  
20 2. Diameter shall be as specified in the Plans with an acceptable tolerance of  
21  $\pm 10\%$ . Diameter shall be measured at the midpoint of the cut log.  
22  
23 3. The length shall be as specified in the Plans with an acceptable tolerance  
24 of  $\pm 6$  inches. The length shall be measured from cut end to cut end.

25  
26 **Log with Rootwad**

27 When a log with rootwad is specified in the Plans, it shall meet the following  
28 requirements:

- 29  
30 1. The trunk shall be of a trunk of a native coniferous tree excluding Western  
31 red cedar (Thuja plicata).  
32  
33 2. Diameter is defined as the DBH as specified in the Plans with an acceptable  
34 tolerance of  $\pm 10\%$ .  
35  
36 3. The length shall be as specified in the Plans with an acceptable tolerance  
37 of  $\pm 6$  inches. The length shall be measured from the cut end of the log to  
38 the start of the rootwad mass.  
39  
40 4. The rootwad diameter, averaged from two orthogonal measurements, shall  
41 be a minimum of 2.5 times DBH and maximum as determined by the  
42 Engineer with roots intact. Rootwads shall not be cut, unless approved by  
43 the Engineer.  
44



## **Boulder Anchoring**

When anchoring of the LWM is specified in the Plans, the anchoring shall meet the following requirements:

1. Wire Rope - Wire Rope utilized for connecting LWM to the boulders shall be ½-inch stainless steel, multi-strand, flexible wire rope. Wire rope shall meet the requirements of ASTM A492.
2. Wire Rope Clips and Thimbles - Shall meet the requirements of Section 9-16.4(4).
3. Epoxy Adhesive - Epoxy adhesive used for boulder anchors shall be Type IV and meet the requirements of Section 9-26.
4. Rebar Pin - Rebar used to anchor the LWM shall be No. 4 (½-inch) steel reinforcing bar conforming to Section 9-07.2.
5. Eye Bolt - Eye Bolt used for connecting the LWM to the streambed boulders shall be ¾-inch diameter stainless steel (ASTM A193) threaded eye bolt with a minimum of a 4,000-pound working load limit and pull out strength. Eye Bolts shall have a minimum 1½ inch opening for the “eye” and have sufficient length and threads to be embedded a minimum of 6 inches into the Boulder Anchor. Eye Bolt shall meet the requirements of ASTM A489.
6. No galvanized steel shall be used.
7. Boulders - Boulders used for anchoring shall meet the requirements for Streambed Boulders in accordance with Section 9-03.11(5).

## **Small Woody Material (SWM)**

SWM shall consist of a random assortment of branches, trees, brush and treetops of the following native species: Western red cedar (*Thuja plicata*), douglas fir (*Pseudotsuga mensezeii*), western hemlock (*Tsuga heterophylla*) coniferous trees, or various hardwood trees. No more than 50% of hardwood species shall be used. Branches, twigs, leaves and needles shall be left intact to the extent possible given the mechanics of handling SWM. The maximum diameter of any piece of SWM shall be 4 inches. The maximum length of any piece of SWM shall be 6 feet. SWM shall not contain any material which causes turbidity.

## **Slash**

Slash shall consist of a random assortment of branches, trees, brush and treetops of the following native species: Western red cedar (*Thuja plicata*), douglas fir (*Pseudotsuga mensezeii*), western hemlock (*Tsuga heterophylla*), sitka spruce (*Picea sitchensis*) coniferous trees, or various hardwood trees. No more than 50% of hardwood species shall be used. Branches, twigs, leaves and needles shall be left intact to the extent possible given the mechanics of handling Slash. The maximum diameter of any piece of Slash shall be 2 inches. The maximum length of any piece of Slash shall be 6 feet. Slash shall not contain any material which causes turbidity.

1 Woody material may be available from trees removed by excavation or clearing and  
2 grubbing limits as shown in the Plans. Components of the removed trees which meet  
3 the criteria for the specific woody material may be used to supplement the woody  
4 material and will be accepted based on a visual inspection by the Engineer.

5  
6 Acceptance of Woody Material will be based upon inspection by the Engineer prior to  
7 placement.

## 8 9 **Construction Requirements**

### 10 **General**

11 The Contractor shall install woody material at the location shown in the Plans and as  
12 directed by the Engineer.

13  
14 The Contractor shall exercise care when installing and transporting the Woody Material  
15 to avoid damage. Rootwads shall remain intact during delivery and installation. Logs  
16 without rootwad used as pile logs shall be sharpened to a point at the bottom end for  
17 ease of installation.

18  
19 The streambed and bank shall be temporarily excavated to allow placement of the  
20 woody material as specified in the Plans. Backfill shall be native material or streambed  
21 material, unless otherwise shown in the Plans. Backfill shall be placed in lifts no thicker  
22 than 12 inches and shall be compacted to be uniformly dense and unyielding as  
23 approved by the Engineer.

24  
25 The Contractor shall exercise care when placing the Woody Material to ensure that the  
26 method of installation minimizes disturbance of waterways and prevents sediment or  
27 pollutant discharge into water.

28  
29 After the woody material has been placed, the area shall be graded as shown in the  
30 Plans.

### 31 32 **Boulder Anchoring**

33 When anchoring LWM is called out in the Plans, each anchor shall consist of two  
34 boulders as detailed in the Plans. One  $\frac{7}{8}$  inch hole shall be drilled a minimum of 6 inches  
35 deep into each boulder. After the hole is drilled in the boulder anchors, the hole shall be  
36 cleaned using compressed air to blow out the dust and rock particles. After being  
37 cleaned, the hole in the boulder anchors shall be filled with epoxy adhesive in  
38 accordance with the manufacturer's instructions, and eye bolt inserted as shown in the  
39 Plans. Note that the minimum amount of epoxy adhesive to place in each hole is equal  
40 to the amount necessary to fill the hole to the top with the eye bolt inserted.

41  
42 After epoxy adhesive has cured, in accordance with the manufacturer's instructions, the  
43 Contractor shall anchor the LWM to the boulders as shown in the Plans. All LWM to be  
44 anchored shall be anchored such that there is no slack in the wire rope. The wire rope  
45 shall be looped around a thimble, through the eye bolt, then doubled back on itself. The  
46 end of the wire rope shall be secured using three wire rope clips, with the saddle of the  
47 clip placed on the "live" end of the wire rope, as described in Section 6-02.3(17)F2.  
48 Three stainless steel, malleable wire rope clips per connection shall be used to complete  
49 the anchor assembly as specified in the Plans. Stainless steel thimbles shall be used  
50 wherever the wire rope terminates in a loop.

1  
2 **Measurement**

3 Large Woody Material – Log without Rootwad DIA\_\_\_\_, Large Woody Material – Log with  
4 Rootwad DIA \_\_\_\_, Boulder Anchor will be measured per each.

5  
6 SWM and Slash will be measured by the cubic yard, in the hauling conveyance.

7  
8 **Payment**

9 Payment will be made in accordance with Section 1-04.1, for each of the following bid items.

10  
11 “Large Woody Material - Log without Rootwad DIA\_\_\_\_”, per each.

12  
13 “Large Woody Material - Log with Rootwad DIA\_\_\_\_”, per each.

14  
15 The unit contract price for each “Large Woody Material - Log without Rootwad DIA\_\_\_\_”  
16 and “Large Woody Material -Log with Rootwad DIA\_\_\_\_” shall be full payment for all Work  
17 as specified, including acquiring, storing, hauling to the site, unloading, assembling, pinning,  
18 bundling, installing, excavation, backfill, compaction and grading. If a log without rootwad  
19 used as a pile log is damaged during installation, the Contractor shall furnish and install a  
20 replacement log at no cost to the owner.

21  
22 “Slash”, per cubic yard.

23  
24 The unit Contract price per cubic yard for “Slash” and “Small Woody Material” shall be full  
25 payment for all Work as specified, including acquiring, storing, hauling to the site, unloading,  
26 assembling, bundling, installing, excavation, backfill, compaction and grading.

27  
28 Add the following new Section 8-34:

29  
30 **(August 6, 2018)**  
31 **Environmental Compliance**

32 **Description**

33 It is the Contractor's responsibility to conduct and perform all Work in accordance with  
34 Environmental Regulations, Environmental Commitments, permits, and Plans that the Work  
35 is subject to. The Environmental Compliance Lead (ECL) shall be the Contractor's  
36 representative that is responsible for management of the Contractor's environmental  
37 compliance.

38  
39 **Construction Requirements**

40  
41 ***Environmental Compliance Lead (ECL)***

42 The Contractor shall designate a primary ECL and an alternate ECL to perform the duties  
43 of the ECL. The Contractor shall provide the Engineer with a copy of the formal  
44 assignment in writing prior to the start of construction. The Contractor's superintendent  
45 and/or foreman cannot be designated as the primary or alternate ECL.

46  
47 The ECL shall represent all Contractor work actions for the project, regardless of whether  
48 the work is performed by the Contractor or one of the subcontractors. The ECL shall  
49 have the authority to direct work to expeditiously correct any environmental compliance

1 deficiency and coordinate these measures with the Engineer, and to order the  
2 Contractor's on-site personnel to stop work that is not being performed in compliance  
3 with the permits.  
4

5 The ECL shall be on-site during all work activities unless otherwise approved by the  
6 Engineer. The Contractor shall maintain 24-hour telephone numbers at which the  
7 Contractor's designated ECL can be contacted and be available upon the Engineer's  
8 request during other than normal working hours. ECL and alternate(s) shall be listed on  
9 the Emergency Contact List required under Section 1-05.13(1).  
10

11 The ECLs shall have, for the life of the Contract, a current Certificate of Training in  
12 Construction Site Erosion and Sediment Control (CESCL) from a course approved by  
13 the Washington State Department of Ecology.  
14

15 The primary responsibilities of the ECL are to assist the Contractor's superintendent in  
16 planning and scheduling work activities to achieve environmental compliance; and be  
17 present on-site to observe work activities and resolve environmental compliance issues  
18 as they may develop.  
19

20 The duties of the ECL shall also include the following requirements:  
21

- 22 • Erosion and Sediment Control (ESC) Lead, Section 8-01.3(1)B,
- 23 • Updating the Spill Prevention, Control and Countermeasures Plan,  
24 Section 1-07.15(1),
- 25 • Attending the preconstruction conference (ECL and alternates),
- 26 • Evaluation of the Contractor's work operations and schedule in regard to  
27 environmental risks,
- 28 • Providing advanced notification to the Engineer of work activities that may create  
29 environmental compliance concerns.  
30

### 31 **Payment**

32 Payment will be made for each of the following Bid items that are included in the Proposal:  
33

34 "Environmental Compliance Lead", per lump sum.  
35

36 The lump sum Contract price for "Environmental Compliance Lead" shall be full payment for  
37 all costs for the Work. When the proposal includes an item for Environmental Compliance  
38 Lead all costs for ESC Lead in Section 8-01 shall be included in the lump sum price.

## 39 **END OF DIVISION 8**

40

1 **Division 9**  
2 **Materials**

3 **9-05 DRAINAGE STRUCTURES AND CULVERTS**

4 **9-05.13 Ductile Iron Sewer Pipe**

5 Add the following new section:  
6

7 (\*\*\*\*\*)

8 **9-05.13(1) HDSS Restrained Joint Ductile Iron Pipe**  
9

10 Pipe shall be U.S. Pipe HDSS Restrained Joint Ductile Iron Pipe or equal.

11 **9-15 IRRIGATION SYSTEM**

12 **9-15.1 Pipe and Fittings**

13 **9-15.1(2) Polyvinyl Chloride Pipe and Fittings**

14 Section 9-15.1(2) is supplemented with the following:  
15

16 (\*\*\*\*\*)

17 Mainline and lateral pipe shall be schedule 40 Polyvinyl chloride (PVC). PVC fittings shall be  
18 solvent welded irrigation using a two-part primer and PVC cement. Triple swing joints using  
19 schedule 80 PVC threaded fittings shall be used. Irrigation sleeves shall be minimum 4" or  
20 twice the outside diameter of pipes housed within and shall be schedule 80 PVC with minimum  
21 24" of cover.

22 **9-15.4 Irrigation Heads**

23 Section 9-15.4 is supplemented with the following:  
24

25 (\*\*\*\*\*)

26 Irrigation heads shall be pop-up spray or rotor sprinkler heads for lawn areas and shrub  
27 planting bed areas. Lawn area spray or rotor sprinklers shall have 6" pop-up bodies, shrub  
28 planting area sprinklers shall have 12" pop-up bodies.  
29

30 Pop-up sprinkler heads shall have built-in pressure regulation, matched precipitation rate, flow  
31 adjustment screws, and screens under nozzles.  
32

33 Sprinklers in temporary irrigation areas shall be fixed heads on 20" fixed pipe risers secured  
34 to 1/2" rebar driven 12" into grade.

35 **9-15.5 Valve Boxes**

36 Section 9-15.5 is supplemented with the following:  
37

38 (\*\*\*\*\*)

39 Valve boxes shall be green.  
40

1 **9-15.7 Control Valves**

2 **9-15.7(2) Automatic Control Valves**

3 Section 9-15.7(2) is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 Controllers for temporary irrigation systems shall be controlled using battery powered  
7 controllers installed in valve boxes.

8 **9-15.8 Quick Coupling Valves**

9 Section 9-15.8 is supplemented with the following:

10  
11 (\*\*\*\*\*)

12 Quick coupling valves shall be brass with locking brass tops and galvanized swing joints and  
13 five operating keys and hose swivels shall be provided.

14 **9-15.11 Cross Connection Control Devices**

15 Section 9-15.11 is supplemented with the following:

16  
17 (\*\*\*\*\*)

18 Double check backflow prevention devices shall be used and equipped for installation in vaults  
19 below grade.

20 **9-30 WATER DISTRIBUTION MATERIALS**

21 Revise the title for Section 9-30 as follows:

22  
23 (\*\*\*\*\*)

24 **9-30 WATER PIPELINE MATERIALS**

25  
26 **9-30.1 Pipe**

27 Add the following new section:

28  
29 (\*\*\*\*\*)

30 **9-30.1(3) HDSS Restrained Joint Ductile Iron Pipe**

31 Pipe shall be U.S. Pipe HDSS Restrained Joint Ductile Iron Pipe or equal.  
32

33 **9-30.3 Valves**

34 Add the following new section:

35  
36 (\*\*\*\*\*)

37 **9-30.3(10) Air Release and Combination Air Release/Air Vacuum Valves**

38 Water air and vacuum release valves (ARV) shall be a 2-inch NPT thread APCO Model #200  
39 or equal.

**Appendices  
(January 2, 2012)**

The following appendices are attached and made a part of this contract:

\*\*\* Appendix A

Geotechnical Engineering Report, I-5/4th Street and 88th Street NE Corridor  
Improvements prepared by HWA dated June 18, 2026

Appendix B

State and Federal Wage Rates

Appendix C

Permits\*\*\*

**(January 5, 2026 WSDOT GSP)  
Standard Plans**

The Washington State Department of Transportation *Standard Plans* M21-01, published  
September 2024, is made a part of this Contract with the following revisions:

A-10.30

RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The  
RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4"" callout is revised to read "+/- 1/4" (SEE  
CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

A-40.20

Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and  
for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck  
panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for  
payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint"  
shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel  
Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION  
TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read  
"BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE  
STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

A-60.40

Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-55.20

General Note 3 reference to "2-09.4" is revised to read "3-07.4".

B-90.40

Valve Detail – DELETED

C-20.41

Note 4, First Sentence, "Box Culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read; "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater of separation between the bottom of the guardrail post and top of the culvert"

BOX CULVERT POST ASSEMBLY, ELEVATION VIEW, post assembly length dimension "41" MIN. 72" MAX." is revised to read; "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

C20-43

Note 4, First Sentence: "Box culvert guardrail steel posts are not needed for fill depths greater than 40 inches." is revised to read: "Box culvert guardrail steel posts are not needed for fill depths greater than 46 inches. Provide 6-inches or greater separation between the bottom of guardrail post and top of culvert."

Add a new KEY NOTE 4 - "IT IS PERMISSIBLE TO USE A 1" DIAM. ANCHOR ROD WITH TWO NUTS AND TWO – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(4) IN LIEU OF A HEX HEAD BOLT."

BOX CULVERT POST & BASE PLATE ASSEMBLY, ELEVATION VIEW, post assembly length dimension – "41" MIN. 72" MAX." is revised to read: "41" MIN. 78" MAX."

SECTION A, base material depth dimension - "9" MIN. 40" MAX. (SEE NOTE 4)" is revised to read: "9" MIN. 46" MAX. (SEE NOTE 4)"

Section A, callout – "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & 2 – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE NOTE 1", is revised to read: "1" (IN) DIAM. HEX HEAD BOLT (ASTM A 307, GR. A) W/NUT & TWO – 1" DIAM. WASHERS PER STD. SPEC. SECTION 9-06.5(1) ~ SEE KEY NOTES 1 AND 4"

Elevation View, Weld symbol – callout, See (key Note Symbol) "4" is revised to read: See (key Note Symbol) "3"

C-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"

ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout – "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"



1 C-70.15

2 BARRIER CONNECTION DETAIL, callout – “CENTER GRID IN CONNECTION BLOCKOUT  
3 AND FILL VOID WITH TYPE 3 GROUT (STD. SPECIFICATION SECTION 9-20.3(3)  
4 PLACED IN ACCORDANCE WITH STD. SPECIFICATION SECTION 6-20.3(20)” is revised  
5 to read “CENTER GRID IN CONNECTION BLOCKOUT AND FILL VOID WITH GROUT  
6 TYPE 3 (STD. SPECIFICATION SECTION 9-20.3(3) PLACED IN ACCORDANCE WITH  
7 STD. SPECIFICATION SECTION 6-02.3(20)”  
8

9 C81.10

10 Sheet 1, TYPICAL SECTION – TRAFFIC BARRIER the R4 #6 bar on the traffic face may be  
11 placed 4” down from the top of the barrier to allow additional room to install BP railing or other  
12 attachments. The R4 bar shall be kept tight to the front R2 bar.

13 Sheet 4, the existing table “IMPACT SHEAR AND IMPACT MOMENT TABLE” is renamed to  
14 “IMPACT SHEAR AND MOMENT TABLE DECK OVERHANG AND CONNECTIONS”  
15 keynote 25 is still applicable.

16 Sheet 4, NOTES, the following Note is added: “3. Deck overhangs for this use constitute  
17 plain reinforced concrete typically around 8” in thickness, non-prestressed moment slabs or  
18 approach slabs, or plain reinforced and longitudinally prestressed box girders which employ  
19 a topping slab. Other Supporting Structure Systems inclusive of post-tensioned decks, walls,  
20 and or Structure segments tied together without a topping slab, with the ties in the barrier  
21 resistance load path, shall use the impact shear and moments for other supporting  
22 structures.”

23 Sheet 4, the following table is added with a keynote 25.

| IMPACT SHEAR AND MOMENT TABLE OTHER SUPPORTING STRUCTURES |                  |       |       |       |       |             |       |       |       |       |
|-----------------------------------------------------------|------------------|-------|-------|-------|-------|-------------|-------|-------|-------|-------|
|                                                           | Interior Segment |       |       |       |       | End Segment |       |       |       |       |
| Roadway and Fill Height at Curb Line (in)                 | 0                | 6     | 12    | 18    | 24    | 0           | 6     | 12    | 18    | 24    |
| End Segment Length (ft)                                   | -                | -     | -     | -     | -     | 10.00       | 10.50 | 11.25 | 11.75 | 12.50 |
| Impact Moment (kip*ft/ft)                                 | 19.86            | 24.12 | 28.55 | 33.16 | 37.97 | 20.80       | 25.17 | 29.65 | 34.27 | 39.04 |
| Impact Shear (kip/ft)                                     | 7.89             | 8.04  | 8.23  | 8.44  | 8.68  | 8.27        | 8.39  | 8.54  | 8.72  | 8.92  |

24  
25 C-81.15

26 Sheet 1, General Notes, Add Note 7, to read;”7. The concrete class for the moment slab  
27 shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway,  
28 or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification  
29 Section 6-10.3.”  
30

31 C-85.11

32 On Section B, the callout “3” EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)” is  
33 revised to read “3” EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND  
34 COLUMN (TYP.)”  
35

36 D-3.09

37 Sheet 1, GEOSYNTHETIC WALL WITH 2 FT TRAFFIC SURCHARGE detail, callout –  
38 “BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16” is revised to read: “BARRIER  
39 ON WALL ~ SEE CONTRACT PLANS”  
40

1 D-3.10

2 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER.  
3 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to  
4 read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”  
5 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE  
6 THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read;  
7 “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”  
8

9 D-3.11

10 Sheet 1, Typical Section, callout – “B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)  
11 OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15  
12 OR D-3.16” is revised to read; “B” BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE  
13 CONTRACT PLANS)  
14 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB  
15 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE  
16 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON BRIDGE  
17 APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)  
18

19 D-10.10

20 Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30”  
21 is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced  
22 Concrete Retaining Wall Type 1 and 1SW”.  
23

24 D-10.15

25 Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30”  
26 is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced  
27 Concrete Retaining Wall Type 2 and 2SW”.  
28

29 D-10.30

30 Wall Type 5 may be used in all cases.  
31

32 D-10.35

33 Wall Type 6 may be used in all cases.  
34

35 D-10.40

36 Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30”  
37 is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced  
38 Concrete Retaining Wall Type 7”.  
39

40 D-10.45

41 Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30”  
42 is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced  
43 Concrete Retaining Wall Type 8”.  
44

45 E-20.10

46 On Sheet 2, the reference to “2-09.4” is revised to read “3-07.4”.  
47

48 F-10.18

49 Note 1; “Construct curb joints at cement concrete pavement transverse joint locations. If all  
50 adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction

Joint Spacing.” is revised to read – “See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing.”  
CURB 3 Detail, the diamond note 1 callout on the 6” dimension at the bottom left side of the detail, is revised to be a diamond note 2 callout.

#### F-30.10

All five instances of the “2.0% MAX.” are replaced with “2.1% MAX.”

#### F-40.12

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

Section C is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

#### F-40.14

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

Section C is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

#### F-40.15

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: “15’ – 0” MAX. (TYP.)”

#### F-40.16

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

#### F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

Delete: "15" Max."

#### J-5.50

General Note 4 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

General Note 5 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

#### J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"

#### J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

#### J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

#### J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

#### J-15.15

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

#### J-20.01

STANDARD DIMENSIONS AND REFERENCES table, TYPE FB, Standard Height column – "15'-0" "is revised to read; "14'-0" "

#### J-20.10

DELETED

J-20.11

DELETED

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, callout; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" is revised to read; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

On both elevation views, the overall standard height dimension "15'-0" " is revised to read; "14'-0" "

J-26.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-27.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-29.10

The reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

1 J-40.10

2 Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT  
3 WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S.  
4 FLAT WASHER"

5  
6 J-40.36

7 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised  
8 to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled)  
9 for the cover.

10  
11 J-40.37

12 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised  
13 to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled)  
14 for the cover.

15  
16 J-50.15

17 Sheet 1, SECTION A, the call out "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 3  
18 PAIRS" is revised to read "LOOP LEAD-IN WIRES, TWISTED PAIRS ~ MAX. 6 PAIRS"  
19 General Note 1 reference to "2-09.3(1)E" is revised to read "3-07.3(1)E"

20  
21 J-75.20

22 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands",  
23 add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel  
24 ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated  
25 hardware."

26  
27 J-75.55

28 Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

29  
30 K-80.32

31 Sheet 1, END VIEW, the callout located at the base of barrier – "SEE NOTE 2" is revised to  
32 read: "SEE NOTE 3"

33 Sheet 2, WIRE ROPE LOOP DETAIL, dimension (overall length) – "SEE NOTE 1" is revised  
34 to read: "SEE NOTE 2"

35 Sheet 2, Side View (Right), callout – "WIRE ROPE LOOPS – SEE NOTE 1" is revised to  
36 read: "WIRE ROPE LOOPS – SEE NOTE 2"

37  
38 L-5.10

39 Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be  
40 located as follows: 1) flush with the finished grade when placed within the deflection distance  
41 of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above  
42 finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-  
43 20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be  
44 located at mid height between the top rail and the top of structure."

45  
46 M-20.30

47 Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE  
48 NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

|                  |         |                  |          |                  |          |
|------------------|---------|------------------|----------|------------------|----------|
| A-10.10-00 ..... | 8/7/07  | A-30.35-00 ..... | 10/12/07 | A-50.10-02 ..... | 7/18/24  |
| A-10.20-00 ..... | 10/5/07 | A-40.00-01 ..... | 7/6/22   | A-50.40-01 ..... | 8/17/21  |
| A-10.30-00 ..... | 10/5/07 | A-40.10-04 ..... | 7/31/19  | A-60.10-03 ..... | 12/23/14 |
| A-20.10-00 ..... | 8/31/07 | A-40.15-00 ..... | 8/11/09  | A-60.20-03 ..... | 12/23/14 |
| A-30.10-00 ..... | 11/8/07 | A-40.20-04 ..... | 1/18/17  | A-60.30-01 ..... | 6/28/18  |
| A-30.30-01 ..... | 6/16/11 | A-40.50-03 ..... | 9/12/23  | A-60.40-00 ..... | 8/31/07  |

|                  |         |                  |         |                  |         |
|------------------|---------|------------------|---------|------------------|---------|
| B-5.20-03 .....  | 9/9/20  | B-30.50-03 ..... | 2/27/18 | B-75.20-03 ..... | 8/17/21 |
| B-5.40-02 .....  | 1/26/17 | B-30.60-00 ..... | 9/9/20  | B-75.50-02 ..... | 3/15/22 |
| B-5.60-02 .....  | 1/26/17 | B-30.40-03 ..... | 2/27/18 | B-70.60-01 ..... | 1/26/17 |
| B-10.20-03 ..... | 8/23/23 | B-30.70-04 ..... | 2/27/18 | B-75.60-00 ..... | 6/8/06  |
| B-10.40-02 ..... | 8/17/21 | B-30.80-01 ..... | 2/27/18 | B-80.20-00 ..... | 6/8/06  |
| B-10.70-03 ..... | 8/23/23 | B-30.90-02 ..... | 1/26/17 | B-80.40-00 ..... | 6/1/06  |
| B-15.20-01 ..... | 2/7/12  | B-35.20-00 ..... | 6/8/06  | B-85.10-01 ..... | 6/10/08 |
| B-15.40-01 ..... | 2/7/12  | B-35.40-01 ..... | 8/23/23 | B-85.20-00 ..... | 6/1/06  |
| B-15.60-02 ..... | 1/26/17 | B-40.20-00 ..... | 6/1/06  | B-85.30-00 ..... | 6/1/06  |
| B-20.20-02 ..... | 3/16/12 | B-40.40-02 ..... | 1/26/17 | B-85.40-00 ..... | 6/8/06  |
| B-20.40-04 ..... | 2/27/18 | B-45.20-01 ..... | 7/11/17 | B-85.50-01 ..... | 6/10/08 |
| B-20.60-03 ..... | 3/15/12 | B-45.40-01 ..... | 7/21/17 | B-90.10-00 ..... | 6/8/06  |
| B-25.20-02 ..... | 2/27/18 | B-50.20-00 ..... | 6/1/06  | B-90.20-00 ..... | 6/8/06  |
| B-25.60-03 ..... | 8/23/23 | B-55.20-03 ..... | 8/17/21 | B-90.30-00 ..... | 6/8/06  |
| B-30.05-00 ..... | 9/9/20  | B-60.20-02 ..... | 9/9/20  | B-90.40-01 ..... | 1/26/17 |
| B-30.10-03 ..... | 2/27/18 | B-60.40-01 ..... | 2/27/18 | B-90.50-00 ..... | 6/8/06  |
| B-30.15-00 ..... | 2/27/18 | B-65.20-01 ..... | 4/26/12 | B-95.20-02 ..... | 8/17/21 |
| B-30.20-04 ..... | 2/27/18 | B-65.40-00 ..... | 6/1/06  | B-95.40-01 ..... | 6/28/18 |
| B-30.30-03 ..... | 2/27/18 | B-70.20-01 ..... | 3/15/22 |                  |         |

|                  |          |                  |          |                  |          |
|------------------|----------|------------------|----------|------------------|----------|
| C-1 .....        | 9/8/22   | C-23.70-01 ..... | 10/16/23 | C-70.10-04 ..... | 10/16/23 |
| C-1b .....       | 10/12/23 | C-24.10-05 ..... | 7/21/24  | C-70.15-01 ..... | 7/21/24  |
| C-1d .....       | 10/31/03 | C-24.15-00 ..... | 3/15/22  | C-75.10-02 ..... | 9/16/20  |
| C-6a .....       | 9/8/22   | C-25.20-07 ..... | 8/20/21  | C-75.20-03 ..... | 8/20/21  |
| C-7 .....        | 9/8/22   | C-25.22-06 ..... | 8/20/21  | C-75.30-03 ..... | 8/20/21  |
| C-7a .....       | 9/8/22   | C-25.26-05 ..... | 8/20/21  | C-80.10-03 ..... | 10/16/23 |
| C-20.10-09 ..... | 10/12/23 | C-25.30-01 ..... | 8/20/21  | C-80.20-01 ..... | 6/11/14  |
| C-20.14-05 ..... | 9/8/22   | C-25.32-00 ..... | 7/29/24  | C-80.30-02 ..... | 8/20/21  |
| C-20.15-03 ..... | 10/12/23 | C-25.80-05 ..... | 8/12/19  | C-80.40-01 ..... | 6/11/14  |
| C-20.18-04 ..... | 9/8/22   | C-60.10-04 ..... | 7/21/24  | C-85.10-00 ..... | 4/8/12   |
| C-20.40-10 ..... | 10/12/23 | C-60.15-01 ..... | 7/21/24  | C-85.11-01 ..... | 9/16/20  |
| C-20.41-05 ..... | 7/18/24  | C-60.20-01 ..... | 9/8/22   | C-85.15-03 ..... | 10/17/23 |
| C-20.43-01 ..... | 7/18/24  | C-60.30-02 ..... | 7/21/24  | C-85.18-03 ..... | 9/8/22   |
| C-20.44-00 ..... | 8/13/24  | C-60.40-01 ..... | 7/21/24  | C-81.10-00 ..... | 9/12/23  |

|   |                           |                           |                          |
|---|---------------------------|---------------------------|--------------------------|
|   | C-20.45-03 ..... 9/8/22   | C-60.45-01 ..... 7/21/24  | C-81.15-00 ..... 9/12/23 |
|   | C-20.55-00 ..... 7/30/24  | C-60.50-01 ..... 7/21/24  |                          |
|   | C-22.16-08 ..... 10/17/23 | C-60.60-01 ..... 7/21/24  |                          |
|   | C-22.40-11 ..... 7/21/24  | C-60.70-01 ..... 9/8/22   |                          |
|   | C-22.45-07 ..... 7/21/24  | C-60.80-02 ..... 7/21/24  |                          |
| 1 | D-2.36-03 ..... 6/11/14   | D-3.11-03 ..... 6/11/14   | D-10.25-01 ..... 8/7/19  |
|   | D-2.46-02 ..... 8/13/21   | D-4 ..... 12/11/98        | D-10.30-00 ..... 7/8/08  |
|   | D-2.84-00 ..... 11/10/05  | D-6 ..... 6/19/98         | D-10.35-00 ..... 7/8/08  |
|   | D-2.92-01 ..... 4/26/22   | D-10.10-01 ..... 12/2/08  | D-10.40-01 ..... 12/2/08 |
|   | D-3.09-00 ..... 5/17/12   | D-10.15-01 ..... 12/2/08  | D-10.45-01 ..... 12/2/08 |
|   | D-3.10-01 ..... 5/29/13   | D-10.20-01 ..... 8/7/19   | D-20.10-00 ..... 10/9/23 |
| 2 | E-1 ..... 2/21/07         | E-4 ..... 8/27/03         | E-20.10-00 ..... 9/12/23 |
|   | E-2 ..... 5/29/98         | E-4a ..... 8/27/03        | E-20.20-00 ..... 10/4/23 |
| 3 | F-10.12-04 ..... 9/24/20  | F-10.62-02 ..... 4/22/14  | F-40.15-04 ..... 9/25/20 |
|   | F-10.16-00 ..... 12/20/06 | F-10.64-03 ..... 4/22/14  | F-40.16-03 ..... 6/29/16 |
|   | F-10.18-04 ..... 6/28/24  | F-30.10-04 ..... 9/25/20  | F-45.10-05 ..... 6/4/24  |
|   | F-10.40-04 ..... 9/24/20  | F-40.12-03 ..... 6/29/16  | F-80.10-04 ..... 7/15/16 |
|   | F-10.42-00 ..... 1/23/07  | F-40.14-03 ..... 6/29/16  |                          |
| 4 | G-10.10-00 ..... 9/20/07  | G-24.50-05 ..... 8/7/19   | G-90.10-03 ..... 7/11/17 |
|   | G-20.10-03 ..... 8/20/21  | G-24.60-05 ..... 6/28/18  | G-90.20-05 ..... 7/11/17 |
|   | G-22.10-04 ..... 6/28/18  | G-25.10-05 ..... 9/16/20  | G-90.30-04 ..... 7/11/17 |
|   | G-24.10-00 ..... 11/8/07  | G-26.10-00 ..... 7/31/19  | G-95.10-02 ..... 6/28/18 |
|   | G-24.20-01 ..... 2/7/12   | G-30.10-04 ..... 6/23/15  | G-95.20-03 ..... 6/28/18 |
|   | G-24.30-02 ..... 6/28/18  | G-50.10-03 ..... 6/28/18  | G-95.30-03 ..... 6/28/18 |
|   | G-24.40-07 ..... 6/28/18  |                           |                          |
| 5 | H-10.10-01 ..... 6/2/24   | H-30.10-00 ..... 10/12/07 | H-70.10-02 ..... 8/17/21 |
|   | H-10.11-00 ..... 6/2/24   | H-32.10-00 ..... 9/20/07  | H-70.20-02 ..... 8/17/21 |
|   | H-10.15-01 ..... 6/2/24   | H-60.10-01 ..... 7/3/08   |                          |
|   | H-10.16-00 ..... 6/2/24   | H-60.20-01 ..... 7/3/08   |                          |
| 6 | I-10.10-01 ..... 8/11/09  | I-30.20-00 ..... 9/20/07  | I-40.20-00 ..... 9/20/07 |
|   | I-30.10-02 ..... 3/22/13  | I-30.30-02 ..... 6/12/19  | I-50.20-02 ..... 7/6/22  |
|   | I-30.15-02 ..... 3/22/13  | I-30.40-02 ..... 6/12/19  | I-60.10-01 ..... 6/10/13 |
|   | I-30.16-01 ..... 7/11/19  | I-30.60-02 ..... 6/12/19  | I-60.20-01 ..... 6/10/13 |
|   | I-30.17-01 ..... 6/12/19  | I-40.10-00 ..... 9/20/07  | I-80.10-02 ..... 7/15/16 |
| 7 | J-05.50-00 ..... 8/30/22  | J-26.10-03 ..... 7/21/16  | J-50.05-00 ..... 7/21/17 |
|   | J-10 ..... 7/18/97        | J-26.15-01 ..... 5/17/12  | J-50.10-01 ..... 7/31/19 |
|   | J-10.10-04 ..... 9/16/20  | J-26.20-01 ..... 6/28/18  | J-50.11-02 ..... 7/31/19 |
|   | J-10.12-00 ..... 9/16/20  | J-27.10-01 ..... 7/21/16  | J-50.12-02 ..... 8/7/19  |
|   | J-10.14-00 ..... 9/16/20  | J-27.15-00 ..... 3/15/12  | J-50.13-01 ..... 8/30/22 |
|   | J-10.15-01 ..... 6/11/14  | J-28.01-00 ..... 8/30/22  | J-50.15-01 ..... 7/21/17 |
|   | J-10.16-02 ..... 8/18/21  | J-28.10-02 ..... 8/7/19   | J-50.16-01 ..... 3/22/13 |
|   | J-10.17-02 ..... 8/18/21  | J-28.22-00 ..... 8/07/07  | J-50.18-00 ..... 8/7/19  |
|   | J-10.18-02 ..... 8/18/21  | J-28.24-02 ..... 9/16/20  | J-50.19-00 ..... 8/7/19  |



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| J-10.21-02 ..... 8/18/21 | J-28.30-04 ..... 6/18/24  | J-50.25-00 ..... 6/3/11  |
| J-10.22-03 ..... 10/4/23 | J-28.40-02 ..... 6/11/14  | J-50.30-00 ..... 6/3/11  |
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| J-20.05-00 ..... 6/21/24 | J-29.15-01 ..... 7/21/16  | J-75.30-02 ..... 7/10/15 |
| J-20.10-05 ..... 10/4/23 | J-29.16-02 ..... 7/21/16  | J-75.50-00 ..... 8/30/22 |
| J-20.11-03 ..... 7/31/19 | J-30.10-01 ..... 8/26/22  | J-75.55-00 ..... 8/30/22 |
| J-20.15-04 ..... 6/21/24 | J-40.01-00 ..... 8/30/22  | J-80.05-00 ..... 8/30/22 |
| J-20.16-02 ..... 6/30/14 | J-40.05-00 ..... 7/21/16  | J-80.10-01 ..... 8/18/21 |
| J-20.20-02 ..... 5/20/13 | J-40.10-04 ..... 4/28/16  | J-80.12-00 ..... 8/18/21 |
| J-20.26-01 ..... 7/12/12 | J-40.20-03 ..... 4/28/16  | J-80.15-00 ..... 6/28/18 |
| J-21.10-05 ..... 6/21/24 | J-40.30-04 ..... 4/28/16  | J-81.10-02 ..... 8/18/21 |
| J-21.15-01 ..... 6/10/13 | J-40.35-01 ..... 5/29/13  | J-81.12-00 ..... 9/3/21  |
| J-21.16-02 ..... 6/21/24 | J-40.36-02 ..... 7/21/17  | J-84.05-00 ..... 8/30/22 |
| J-21.17-01 ..... 6/10/13 | J-40.37-02 ..... 7/21/17  | J-86.10-00 ..... 6/28/18 |
| J-21.20-01 ..... 6/10/13 | J-40.38-01 ..... 5/20/13  | J-90.10-03 ..... 6/28/18 |
| J-22.15-03 ..... 6/21/24 | J-40.39-00 ..... 5/20/13  | J-90.20-03 ..... 6/28/18 |
| J-22.16-03 ..... 7/10/15 | J-40.40-02 ..... 7/31/19  | J-90.21-02 ..... 6/28/18 |
| J-22.17-00 ..... 6/21/24 | J-45.36-00 ..... 7/21/17  | J-90.50-00 ..... 6/28/18 |

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| K-70.20-01 ..... 6/1/16  | K-80.32-00 ..... 8/17/21 | K-80.35-01 ..... 9/16/20 |
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| L-5.15-00 ..... 9/19/22  | L-30.10-02 ..... 6/11/14 | L-70.10-01 ..... 5/21/08 |
| L-10.10-02 ..... 6/21/12 | L-40.15-01 ..... 6/16/11 | L-70.20-01 ..... 5/21/08 |

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| M-1.40-03 ..... 9/25/20 | M-11.10-04 ..... 8/2/22  | M-40.10-04 ..... 10/17/23 |
| M-1.60-03 ..... 9/25/20 | M-12.10-04 ..... 6/28/24 | M-40.20-00 ..... 10/12/07 |
| M-1.80-03 ..... 6/3/11  | M-15.10-02 ..... 7/17/23 | M-40.30-01 ..... 7/11/17  |
| M-2.20-03 ..... 7/10/15 | M-17.10-02 ..... 7/3/08  | M-40.40-00 ..... 9/20/07  |
| M-2.21-00 ..... 7/10/15 | M-20.10-04 ..... 8/2/22  | M-40.50-00 ..... 9/20/07  |
| M-3.10-04 ..... 9/25/20 | M-20.20-02 ..... 4/20/15 | M-40.60-00 ..... 9/20/07  |
| M-3.20-04 ..... 8/2/22  | M-20.30-05 ..... 6/28/24 | M-60.10-01 ..... 6/3/11   |
| M-3.30-04 ..... 9/25/20 | M-20.40-03 ..... 6/24/14 | M-60.20-03 ..... 8/17/21  |
| M-3.40-04 ..... 9/25/20 | M-20.50-02 ..... 6/3/11  | M-65.10-03 ..... 8/17/21  |
| M-3.50-03 ..... 9/25/20 | M-24.20-02 ..... 4/20/15 | M-80.10-01 ..... 6/3/11   |
| M-5.10-03 ..... 9/25/20 | M-24.40-02 ..... 4/20/15 | M-80.20-00 ..... 6/10/08  |
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