

ADDENDUM NO. 1

April 4, 2018

Engineer:

Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, Washington 98374

Owner:

Tulalip Indian Tribes
8802 27th Avenue NE
Tulalip, WA 98271-9694

MBR TREATMENT FACILITY UPGRADE

To: All Holders of the Bidding Documents, Contract Specifications, and Construction Drawings


This Addendum forms a part of the Contract Documents and modifies the Bidding Documents, Contract Specifications, and Construction Drawings for the opening date of April 18, 2018.

Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification. This addendum consists of:

27 Pages of text (including this cover sheet)

8 Supplemental Drawings

Prepared by:



Allan C. Maas, P.E.

Checked by:



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Approved by:



Brian Bunker, P.E.



4/4/2018

ADDENDUM NO. 1
MBR TREATMENT FACILITY UPGRADE
REVISIONS TO CONTRACT DOCUMENTS

VOLUME 1 OF 3

BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF CONTRACT

1. Notice to Bidders

- a. Replace Notice to Bidders with 3 new pages included with this addendum.

2. Instructions to Bidders

- a. Replace Instructions to Bidders with 21 new pages included with this addendum.

3. Tulalip Tribes of Washington Contract Agreement

- a. Page K-1, add the following to Description of Work:

“WSDOT is not part of the project or contract. No State or Federal funds are being used for this project.”

- b. Page K-12, first sentence, remove “WSDOT”.

4. Special Provisions 1-02.6, Preparation of Proposal, Award Procedures

- a. Modify the last sentence of the Award Procedures paragraph to read:

“Award will be subject to the requirements of Instructions to Bidders, Article 7.”

5. Special Provisions 1-07.9(1), Wages, General

- a. Add the following sentence to the end of the “Federal wage rates” paragraph:

“The Tulalip Tribes Wage rates are referenced in this contract and are applicable to all construction activities.”

6. Special Provisions 1-07.11, Requirements for Nondiscrimination

- a. Delete Special Provisions 1-07.11 in its entirety.

VOLUME 2 OF 3

TECHNICAL SPECIFICATIONS

1. Specification Section 40 63 43, Page 3

- a. Replace page 3 of Section 40 63 43 with the new page 3 included with this addendum.

VOLUME 3 of 3

DRAWINGS

1. Drawing P201

- a. Replace Drawing P201 with the new drawing included with this addendum.

2. Drawing M202

- a. Add the following notes to Drawing M202:

“17. MBR 2, existing 2-inch PERM pipe, for northernmost upper cassette, shall be cut and moved from existing connection at 8-inch permeate header and reconnected via thread-o-let to same header 24-inch south of existing connection.”

“18. MBR 3, existing 2-inch PERM pipe, for northernmost lower cassette, shall be cut and moved from existing connection at 8-inch permeate header and reconnected via thread-o-let to same header 22-inch south of existing connection.”

3. Drawings I100, I201, I207, I240, I251, I257, and I300

Replace all of these drawings with new drawings included with this addendum.

The Tulalip Tribes of Washington

Notice to Bidders

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

BID SOLICITATION NUMBER 17-004

MBR Treatment Facility Upgrade

in accordance with the Drawings and Specifications prepared by:

Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374
253-604-6600

The Construction Manager for the Project is:

The Tulalip Tribes of Washington
8802 27th Avenue NE
Tulalip, WA 98271-9694
Attn: Mr. Lukas Reyes 360-716-5022 lreyes@tulaliptribes-nsn.gov

This Tulalip Tribes project provides for the improvement of their Membrane Bioreactor (MBR) Wastewater Treatment Plant (WWTP). The construction of this project includes:

1. Supply and installation of a headworks drum screen.
2. Supply and installation of two blowers, sanitary sewer piping, and supports.
3. Supply and installation of Kubota submerged membrane units (SMUs) in MBR tanks. Supply includes all piping up to and including air and permeate 2-inch isolation valves.
4. Stainless steel and ductile iron pipe supply and installation.
5. Supply and installation of electrical motor control center (MCC), duct banks, conduit, and fiber optic cable.
6. All incidental and related work to complete.

This project has been separated into two bid schedules. The delineation of what is included in these schedules is made on the Contract Drawings. Schedule A generally includes construction at the Headworks Building and between MBR Building and other buildings. Schedule B generally includes construction in the MBR Building and MBR tanks. The lowest responsive and responsible bid price shall be determined by the Tribes. This determination will be made based on what Schedule or combination of Schedules is best for the Tribes. Award schedule for Schedule A shall be based on these Contract Documents. The schedule for award for Schedule B (if awarded) is anticipated to be September 14, 2018. If this award is delayed by 12 months or less, the Schedule B bid price shall be inflated based on the percent ENR Seattle Construction Cost index change from September 2018 to the month of Schedule B award. If the award is delayed more than 12 months,

the Contractor and Tribes shall negotiate a new price, but the Tribes also reserve the right to cancel the Schedule B part of the contract at any time. To receive NAOB subcontractor weighting, NAOB subcontractors must be included in Schedule A and Schedule B work.

All work to be in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.

Any Proposed Equal for a Standard shall be submitted to the Construction Manager no later than ten (10) days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

Native American Preference related to contracting, subcontracting, and suppliers in the project is required. Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes' 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. Bidders shall comply with this Code and the rules, regulations, and orders of the TERO Commission. 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/>. Sealed bids will be received for the **MBR Treatment Facility Upgrade** until April 18, 2018, at 2:00 p.m., at which time, all bids will be opened and read aloud. All required bid documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

A mandatory pre-bid meeting will be held on March 21, 2018, at 1:00 a.m. convening at the Quil Ceda Village Office located at 8802 27th Avenue NE, Tulalip, WA 98271. For their bids to be considered responsive, all general contractors intending to submit a proposal for this project are required to attend.

All pre-bid questions and clarifications should be made in writing to the Construction Manager no later than five (5) working days prior to bid opening. Any and all such clarifications and any supplemental instructions will be in the form of written addenda, if issued or responded to. Be sure to include in the address of the correspondence the words "PRE-BID QUESTION".

The bid documents may also be reviewed for bidding purposes by the following means and methods:

1. On the Internet – Free of Charge:

Plans, specifications, addenda, bidders list, and plan holders list for this project are available through the Consolidated Borough of Quil Ceda Village – Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: <http://www.quilcedavillage.org> and clicking on: **"Government"** then **"Project Management"** then scroll to the heading **"Tulalip Tribes Bidding Opportunities"**. This online plan room provides Bidders with fully usable online documents; with the ability to download and print to your own printer. Contact The Tribes' Construction Manager listed above should you require assistance.

Plans, Specifications, Addenda, Bidders List, and Plan Holders List for this project are also available through the Consolidated Borough of Quil Ceda Village – Tulalip Tribes' online plan room with Builders Exchange of Washington. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: <http://bxwa.com> and clicking on: **"Posted Projects"**, **"Public Works"**, **"Tribal Agencies"**, **"Consolidated Borough of Quil Ceda**

Village – Tulalip Tribes”, and **“Projects Bidding”**. Bidders are encouraged to “Register” in order to receive automatic email notification of future addenda and to place themselves on the self-registered “Bidders List”. This online plan room provides Bidders with fully usable online documents; with the ability to: download, print to your own printer, order full/partial plan sets from numerous reprographic sources (online print order form), and a free online digitizer/take-off tool. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

2. For review at the following locations during normal business hours:

Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694
(360) 716-5024 office

Builders Exchange of Washington, Inc.
2607 Wetmore Avenue
Everett, WA 98201
<http://www.bxwa.com>
(425) 258-1303 office
(425) 259-3832 facsimile

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 than the \$10,000, but subsequent changes in the Work increases the total Contract / Project amount to \$10,000 or more, the TERO Fee shall apply to the total amount including increases.
- 1.1.3 The General Contractor shall be responsible for paying all TERO fees, including those attributable to the subcontractors. The fee shall be due in full prior to commencement of any work under the Contract / Project. However, where good cause is shown, the TERO Representative may authorize the General Contractor to pay said fee in installments over the course of the contract, when:
 - 1.1.3.1 The decision whether to authorize an alternative arrangement, which, if allowed, shall be in writing, shall rest solely with the discretion of the TERO Representative.
- 1.1.4 Whenever an employer or union would be required by any provision of The Tulalip Code, Chapter 9.05 – TERO Code to give preference in employment, such

preference shall be given to the following persons in the following enumerated order:

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

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

- 1.1.5 The preference requirements contained in The Tulalip Code, Chapter 9.05 – TERO Code shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting contract agreements.
- 1.1.6 For more information about The Tulalip Code, Chapter 9.05 – TERO Code, contact the Tulalip Tribes’ TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com>.
- 1.1.7 The following requirements apply to the Bid Award Criteria and Procedures for the Project:
 - 1.1.7.1 Bidding is not restricted to certified Native American Owned Businesses.
 - 1.1.7.2 The Contract will be awarded based on the “Weight of Award” point system pursuant to IB Section 3.5 and paragraph IB 1.1.7.4.
 - 1.1.7.3 Minimum TERO Participation Requirements for Employment:
 - 1.1.7.3.1 A minimum of fifteen percent (15%) of the entire project work force and (15%) including each subcontractor shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 – TERO Code.
 - 1.1.7.3.2 The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.
 - 1.1.7.3.3 Bidders are encouraged to exceed the minimum requirement for employment.

- 1.1.7.4 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB Subcontractors and Suppliers:
 - 1.1.7.4.1 Bidder shall contract with a minimum number of five (5) certified Tulalip Tribal Member NAOB firms for Schedules A and B, combined, with individual contract values greater than \$50,000 to be considered responsive and responsible.
 - 1.1.7.4.2 The total value of NAOB contracted work shall be a minimum of twenty percent (20%) of the total Bid Proposal Price, and the total value of Tulalip Tribal Member NAOB contracted work shall be a minimum of fifteen percent (15%) of the total Bid Proposal Price.
 - 1.1.7.4.3 Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB Subcontractors and Suppliers.
 - 1.1.7.4.4 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A, pursuant to paragraph IB 3.5.6.
- 1.1.7.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.7.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.7.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B, pursuant to paragraph IB 3.5.6.
- 1.1.7.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.7.

1.2 NOT USED.

1.3 GIVING NOTICE

- 1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
 - 1.3.1.1 All notices provided to the Bidder from the Construction Manager shall be copied to the Engineer.
 - 1.3.1.2 All notices provided to the Bidder from the Engineer shall be copied to the Construction Manager.
 - 1.3.1.3 All notices provided to the Engineer from the Bidder shall be copied to the Construction Manager.
 - 1.3.1.4 All notices provided to the Construction Manager from the Bidder shall be copied to the Engineer.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last

day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

- 1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

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

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- 2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
- 2.1.3.1 The condition, layout and nature of the Project site and surrounding area;
 - 2.1.3.2 The availability and cost of labor;
 - 2.1.3.3 The availability and cost of materials, supplies and equipment;
 - 2.1.3.4 The cost of temporary utilities required in the bid;
 - 2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
 - 2.1.3.6 The generally prevailing climatic conditions;
 - 2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the 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 The Bidder is required to attend pre-bid meeting, where the Engineer and the Construction Manager will answer questions regarding the Contract Documents.
- 2.2.2 The Construction Manager, with the assistance of the Engineer, shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.
- 2.2.3 Not Used.
- 2.2.4 The time and place of any pre-bid meeting to be held is included in the bid advertisement.

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.
- 2.7.1.5 Schedule of major Equipment – Basis of Bid in Section 01 01 00.
- 2.7.1.6 Subcontractor List.

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. Refer to requirements of 1.1.7.4 and point system evaluation in Section 3.5.
 - 3.5.2.1 Key Employees are employees who are in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer.
 - 3.5.2.2 To be eligible for the award of points under this section Preferred Key Employees of Bidder shall be employed by the Bidder on the Project for 100% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.3 When listing "Preferred Employees" related to Section II – PREFERRED EMPLOYEES Bidder shall only list the number of "Preferred Employees" by each

trade committed to be employed by Bidder in the performance of Bidder's self-performed scope of work.

- 3.5.3.1 To be eligible for the award of points under this section Preferred Employees shall be employed by the Bidder on the Project for a minimum of 80% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.4 Bidder shall not list the name of a "Preferred Employee" in more than one section. Should a "Preferred Employee" be listed in more than one section (i.e., Section I or II) the so named "Preferred Employee" will only be considered under Section I – KEY EMPLOYEES as a basis for award of points.
- 3.5.5 When listing lower tiered subcontractors and or suppliers related to Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) Bidder shall identify the type of enterprise or organization Bidder intends to contract with in the columns titled "Type of Lower-Tier". If Bidder intends to subcontract a certain portion of the work with a certified NAOB subcontractor, Bidder shall so designate by placing an "X" in the column titled "SUB" (abbreviated for subcontractor). If Bidder intends to purchase a certain portion of the work through a certified NAOB material supplier, Bidder shall so designate by placing an "X" in the column titled "SUP" (abbreviated for supplier). Bidder shall be awarded 100% of the value of the work subcontracted with a certified NAOB and ten-percent (10%) of the value of the work purchased through a certified NAOB material supplier in the determination of awarded points related to Section IV.
 - 3.5.5.1 It is the expressed intent of paragraph IB 3.5.6 to encourage Bidders to contract with certified NAOB Firms in which the Bidder and enterprise or organization have no proprietary relationship ("Unrelated NAOB"). Points will only be awarded for contracting with Unrelated NAOB Firms.
 - 3.5.5.2 In determining the award of points under paragraph IB 3.5.6, Lower tiered NAOB Firms shall have no proprietary relationship with other lower tiered NAOB Firms.
 - 3.5.5.3 In determining the award of points under paragraph IB 3.5.6, equipment (unoperated) and tool rentals shall be considered as a supplier. Trucking (Dump, Low-boy, Long haul, etc.) and Operated Equipment Rental shall be considered as a subcontractor.
 - 3.5.5.4 When Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) is further defined by paragraph IB 1.1.7, which may include minimum requirements for contracting with Tulalip Tribal Member NAOB firms and NAOB firms, the provisions of paragraph IB 3.5.6 shall be applied to Tulalip Tribal Member NAOB and NAOB categories as defined by The Tulalip Code, Chapter 9.05 – TERO Code.
- 3.5.6 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
 - 3.5.6.1 Whether the Bidder's bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the

- Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.
- 3.5.6.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
 - 3.5.6.3 Preferences required by Tribal Ordinances, Codes, or Laws;
 - 3.5.6.4 The experience of the Bidder;
 - 3.5.6.5 The financial condition of the Bidder;
 - 3.5.6.6 The conduct and performance of the Bidder on previous contracts;
 - 3.5.6.7 The facilities of the Bidder;
 - 3.5.6.8 The management skills of the Bidder;
 - 3.5.6.9 The ability of the Bidder to execute the Contract properly;
 - 3.5.6.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.
 - 3.5.6.11 Bidder's commitment to Safety and worker training.
- 3.5.7 The Construction Manager may obtain from the lowest or most responsive and responsible Bidder, as applicable, and such other Bidders as the Construction Manager determines to be appropriate any information appropriate to the consideration of factors showing responsibility, including without limitation the following:
- 3.5.7.1 The two most responsive and responsible bidders will be requested to submit further documentation for both TERO Preferred Employment and the Tulalip Tribal Member NAOB and NAOB Subcontractor and Suppliers utilization commitments listed on the Bidder's Bid Form.
 - 3.5.7.1.1 Supplemental Documentation to be submitted to for each TERO Preferred Employee listed on the Bid Proposal Forms includes, but is not limited to:
 - 3.5.7.1.1.1 Proof of Enrollment issued by a Federally Recognized Indian Tribe or Alaska Native Corporation; or
 - 3.5.7.1.1.2 A signed letter issued by the Tulalip TERO Office certifying that the listed individuals are Preferred Employees.
 - 3.5.7.1.1.3 Bidders shall provide a project staffing plan or a manpowered loaded schedule for the project identifying when the Preferred Employees will be employed on the project and the duration thereof.
 - 3.5.7.1.2 Additional information to be submitted to for each NAOB listed on the Bid Form includes, but is not limited to:
 - 3.5.8.1.2.1 Correct business name, federal employee identification number (if available), and mailing address.

- 3.5.7.1.2.2 List of all bid items assigned to each successful Tulalip Tribal Member NAOB or NAOB firm, including unit prices and extensions (if applicable).
- 3.5.7.1.2.3 Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB firm specifying the distinct elements of work to be performed by the Tulalip Tribal Member NAOB or NAOB firm and including the dollar value of the Tulalip Tribal Member NAOB or NAOB firm's portion.
- 3.5.7.1.2.4 Submit evidence of certification for the Tulalip Tribal Member NAOB or NAOB.
- 3.5.7.1.3 Total amounts shown for each Tulalip Tribal Member NAOB or NAOB firm shall not be less than the amount shown on the Bid Form. This submittal, showing the Tulalip Tribal Member NAOB or NAOB firm work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal Member NAOB or NAOB utilization certified on the Bid Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included on the Bid Form will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.
- 3.5.7.2 Overall experience of the Bidder, including number of years in business under present and former business names;
- 3.5.7.3 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- 3.5.7.4 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA, WISHA or other regulating entity issues or citations in the last ten (10) years;
- 3.5.7.5 Certified financial statement and bank references;
- 3.5.7.6 Description of relevant facilities of the Bidder;
- 3.5.7.7 Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- 3.5.7.8 Complete list of subcontractors which the Bidder proposes to employ on the Project;
- 3.5.7.9 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
- 3.5.7.10 Worker's Compensation Rating for current and previous 5 years; and

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

3.5.8 Each such Bidder's information shall be considered separately and not comparatively. If the lowest or most responsive Bidder, as applicable, is responsible, the Contract shall be awarded to such Bidder or all bids are rejected.

3.5.9 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the 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 Section 3.5.

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, Consolidated Borough of Quil Ceda Village, and the State of Washington are named as "Additional Insureds" to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village." The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The 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) days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:
 - 7.4.1.1 Contract Cost Breakdown;
 - 7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;
 - 7.4.1.3 Outline of qualifications of the proposed superintendent; and
 - 7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

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

Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the State of Washington.

8.2 FORUM FOR MONEY DAMAGES

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

8.3 FEDERAL ACQUISITION REGULATIONS

8.3.1 Applicable sections of the Federal Acquisition Regulations (FAR) are a part of this Contract by reference. Access the entire FAR regulations at the following website:

<http://acquisition.gov/far/>

The FAR sections are applicable to the work covered in the Proposal and include:

- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
- 52.204-6 Data Universal Numbering System (DUNS) Number.
- 52.204-7 Central Contractor Registration.
- 52.204.10 Reporting Subcontractor Awards
- 52.225-21 Required use of American Iron, Steel and Other Manufactured Goods – Buy American Act – Construction Materials

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3. Provide expansion module interconnect cables as required.

2.02 DIN RAIL MOUNTED PLC

A. Common Hardware Ratings:

1. Operating Temperature Range: 0 to +55 degrees C.
2. Storage Temperature Range: -40 to +85 degrees C.
3. Humidity Range: 5 to 95 percent noncondensing.
4. Noise Immunity in compliance to NEMA Standard ICS 2-230.
5. Operation Vibration Rating: 5.0 G at 10 to 500 Hz, 0.030-inch peak-to-peak.
6. Isolation Level: 1500 V between backplane and I/O.
7. Dielectric Withstand Rating: 1500 Vac in compliance with UL 508, CSA C22.2 No. 142.

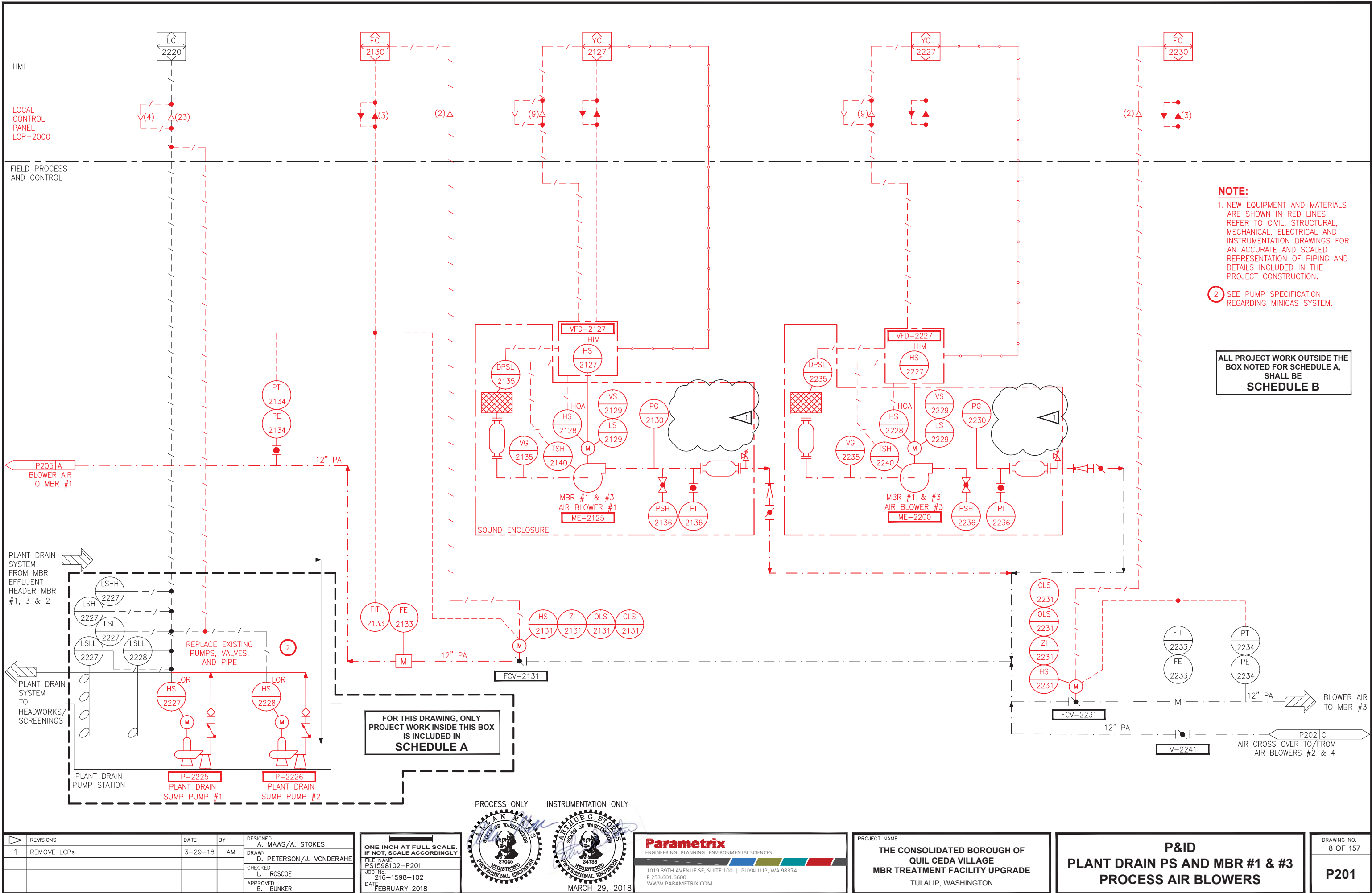
B. Processor Unit:

1. Program Memory: ~~2~~3 MB RAM, minimum.
2. Capable of controlling up to 30 I/O modules.
3. Online programming including runtime editing.
4. Standard RAM memory back-up provided through minimum 2-year lithium battery.
5. Memory card: Industrial SD card, 1 GB minimum.
6. LED indicators for: RUN, FORCE, I/O, OK, NS, LINK 1, LINK 2, SD
7. Three Communication Ports:
 - a. Two Ethernet port that supports Ethernet/IP protocol.
 - b. One USB.
8. Real-time clock.
9. Acceptable Manufacturer:
 - a. Allen-Bradley, CompactLogix 1769-~~L33ER~~L36ERM.
 - b. No substitutions.

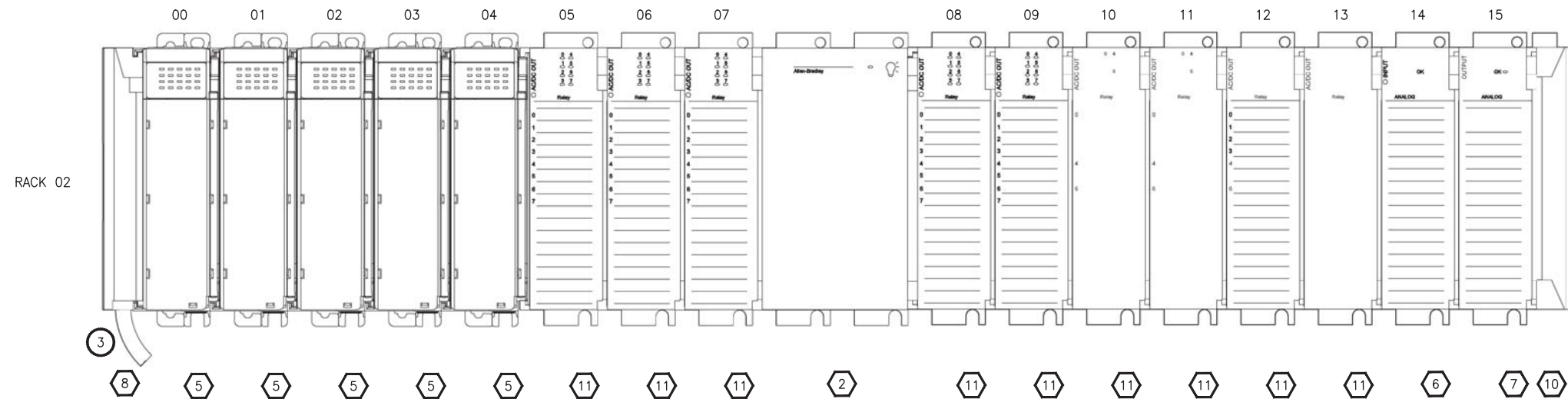
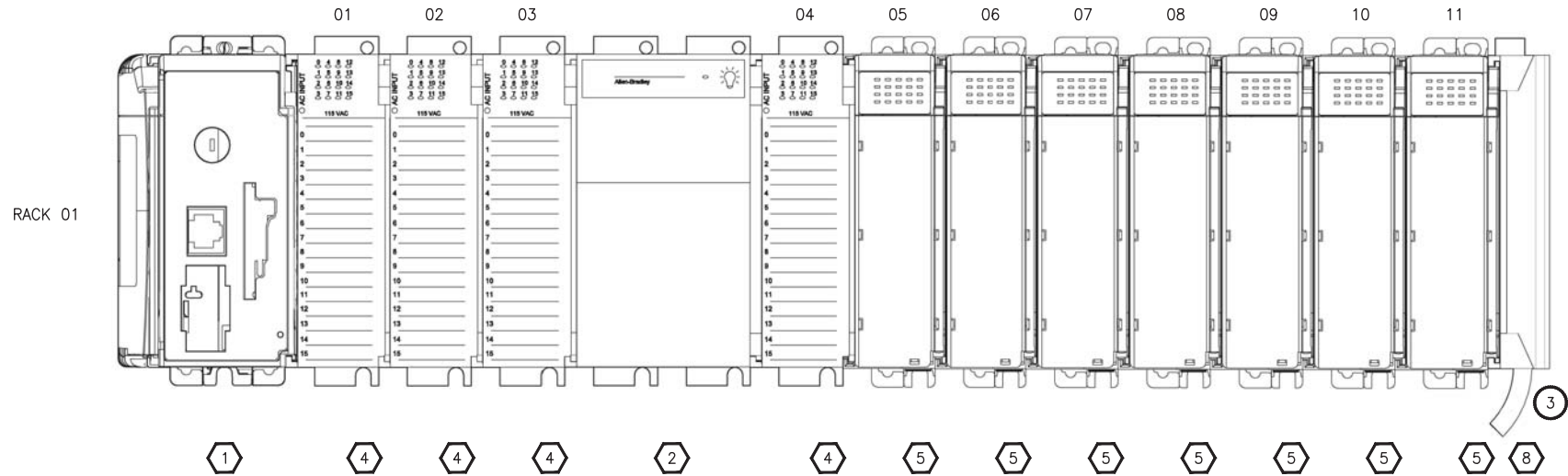
C. Discrete Input Modules:

1. Operating Voltage: 79 to 132 Vac.
2. Sixteen non-isolated inputs or eight isolated inputs as required.

PATH: U:\PSO\Projects\Clients\1598-Tulalip Tribes\1598-1598-102 MBR Upgrade\99Svcs\CADD\DWG PLOTTED BY: milesdor DATE: Thursday, March 29, 2018 7:58:30 AM LAYOUT: P201



LAYOUT: 1100 PATH: U:\PSO\Projects\Clients\1598-Tulalip Tribes\216-1598-102 MBR Upgrade\99Sca\CADD\DWG PLOTTED BY: milesdor DATE: Thursday, March 29, 2018 8:00:00 AM



NOTES:

1. PLC RACK ASSEMBLY SHALL REPLACE THE EXISTING PLC IN LCP-1000.
2. REFER TO SECTION 40 61 13 FOR SYSTEM INTEGRATOR SEQUENCING.
3. CONNECT RACKS WITH 1769-CRL3 EXPANSION CABLE.

PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE A

LCP-1000 RACK LAYOUT LEGEND

1	1769-L36ERM	COMPACTLOGIX CONTROLLER
2	1769-PA4	POWER SUPPLY 120/240 VAC INPUT
3	NOT USED	
4	1769-IA16	16 POINT 120 VAC INPUT MODULE
5	1769-IA8I	8 POINT 120 VAC ISOLATED INPUT MODULE
6	1769-IF16C	16 CHANNEL COMPACT HIGH-DENSITY ANALOG VOLTAGE INPUT MODULE
7	1769-OF8C	8 CHANNEL ANALOG CURRENT OUTPUT MODULE
8	1769-CRL3	1M RIGHT-TO-LEFT BUS EXPANSION CABLE
9	NOT USED	
10	1769-ECR	RIGHT END CAP/TERMINATOR
11	1769-OW8I	8 POINT VAC/VDC ISOLATED RELAY OUTPUT MODULE

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	J. VONDERAHE
			J. VONDERAHE
			J. MURPHY
			B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1598102-I100
JOB No. 216-1598-102
DATE FEBRUARY 2018



MARCH 29, 2018

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PROJECT NAME

**THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**

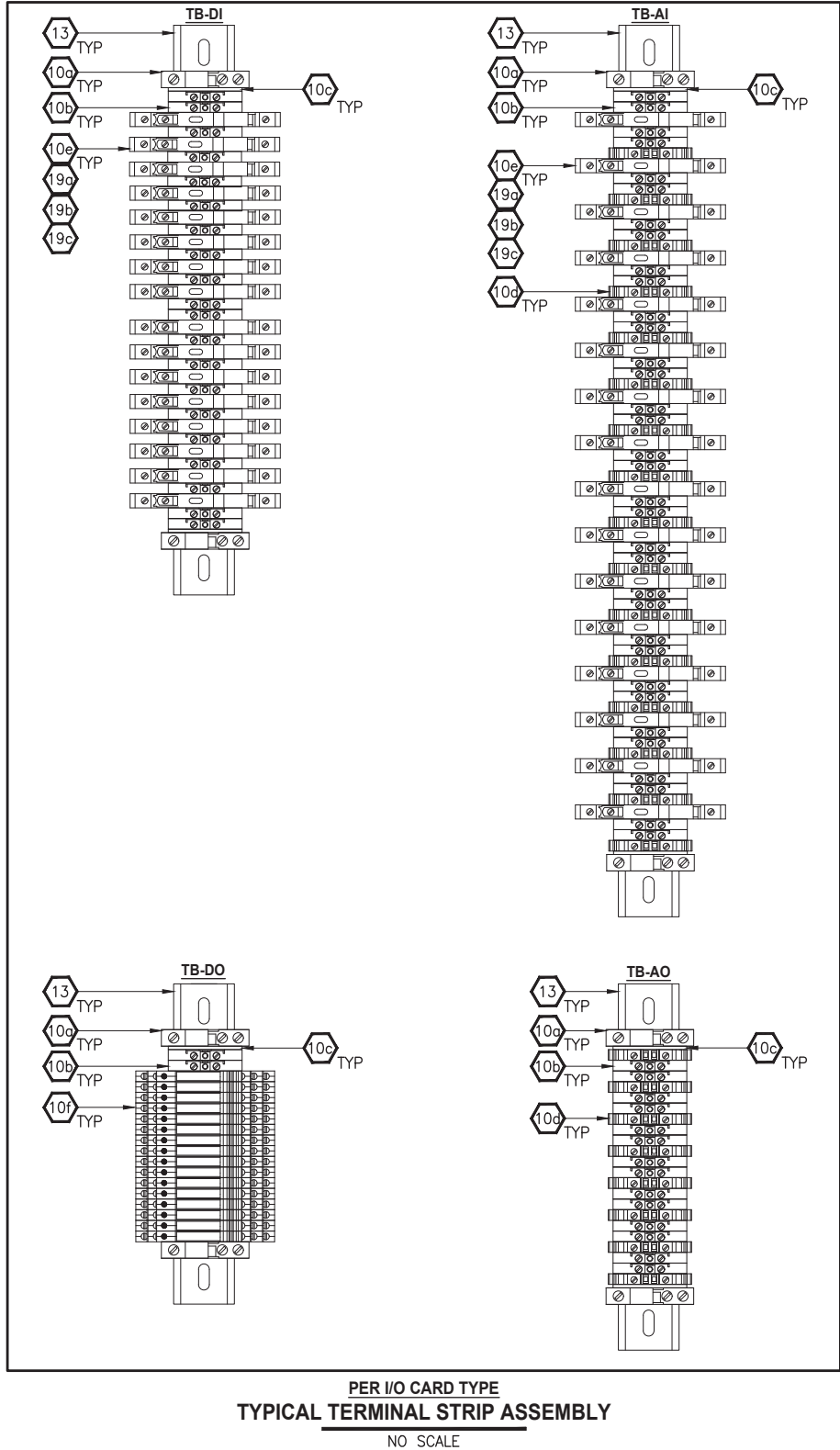
TULALIP, WASHINGTON

**LCP-1000
PLC RACK ASSEMBLY**

DRAWING NO.
76 OF 157

I100

PATH: U:\PSO\Projects\Clients\1598-Tulalip Tribes\216-1598-102 MBR Upgrade\995\cs\CA00.DWG PLOTTED BY: milesdor DATE: Thursday, March 29, 2018 8:10:35 AM LAYOUT: 1201



LCP-2000 BILL OF MATERIALS			
ITEM #	DESCRIPTION	MANUFACTURER	MODEL/CAT #
1	ENCLOSURE, FLOOR MOUNTED, NEMA 12, 72"X72"X24" SS	PENTAIR/HOFFMAN	A727224SSFSD
2	BACK PANEL, 68"X68", PAINTED STEEL	PENTAIR/HOFFMAN	A72P72
3a	ENCLOSURE INTERIOR LED LIGHT KIT, 90VAC-260VAC	PENTAIR/HOFFMAN	LEDA1S35
3b	LED LIGHT POWER CABLE, AC	PENTAIR/HOFFMAN	LEDA20C
3c	LED LIGHT EXTENSION CONNECTOR, AC	PENTAIR/HOFFMAN	LEDA10E
4a	LIGHT DOOR SWITCH	PENTAIR/HOFFMAN	ALFSWD
4b	LIGHT DOOR SWITCH MOUNTING BRACKET	PENTAIR/HOFFMAN	PDLFBRKT
4c	DOOR SWITCH CABLE	PENTAIR/HOFFMAN	LDSWITCH18
5	C-MORE HMI PANEL, 15IN	AUTOMATIONDIRECT	EA9-T15CL
6	RECEPTACLE, SIMPLEX	PHOENIX CONTACT	PHOENIX CONTACT 2963860
7	DIN-RAIL MOUNTED SERVICE OUTLET, 120VAC, 20A, GFI	PHEONIX CONTACT	EM-DUO 120/20/GFI/AUX - 5603049
8	UPS, 1500VA	TRIPPLITE	SMART1500
9	POWER SUPPLY	PHEONIX CONTACT	QUINT-PS-100-240AC/24DC/20 2938620
10a	END CLAMP	PHEONIX CONTACT	E/NS 35N #0800886
10b	FEED THROUGH TERMINAL	PHEONIX CONTACT	UT 2.5 #3044076
10c	END COVER	PHEONIX CONTACT	D-UT 2.5/10 #3047028
10d	UNIVERSAL GROUND TERMINAL BLOCK	PHEONIX CONTACT	UT 2.5-PE #3044092
10e	FUSED TERMINAL BLOCK	PHEONIX CONTACT	UK 6.5-HESI #3004171
10f	RELAY MODULE TERMINAL BLOCK	PHEONIX CONTACT	5603154
10g	CIRCUIT BREAKER 20A	EATON-CULTER HAMMER	20A C-CURVE / WMZT1C20
10h	CIRCUIT BREAKER 15A	EATON-CULTER HAMMER	15A C-CURVE / WMZT1C15
10i	CIRCUIT BREAKER 10A	EATON-CULTER HAMMER	10A C-CURVE / WMZT1C10
10j	CIRCUIT BREAKER 5A	EATON-CULTER HAMMER	5A C-CURVE / WMZT1C05
11a	COMPACT LOGIX LEFT ENDCAP	ALLEN BRADLEY	1769-ECL
11b	COMPACT LOGIX L36ERM PROCESSOR	ALLEN BRADLEY	1769-L36ERM
11c	COMPACT LOGIX POWER SUPPLY	ALLEN BRADLEY	1769-PB4
11d	COMPACT LOGIX DIGITAL INPUT CARD	ALLEN BRADLEY	1769-IA16
11e	COMPACT LOGIX DIGITAL OUTPUT CARD	ALLEN BRADLEY	1769-OB16
11f	COMPACT LOGIX ANALOG INPUT CARD	ALLEN BRADLEY	1769-IF16C
11g	COMPACT LOGIX ANALOG OUTPUT CARD	ALLEN BRADLEY	1769-OF8C
11h	COMPACT LOGIX RIGHT END CAP	ALLEN BRADLEY	1769-ECR
11i	COMPACT LOGIX EXPANSION CABLE	ALLEN BRADLEY	1769-CRL3
12a	PANDUIT, TYPE F, 3" WIDE, 4" DEEP (FT)	PANDUIT	F3X4LG6
12b	PANDUIT, TYPE F, 3" WIDE COVER (FT)	PANDUIT	C3LG6
12c	PANDUIT, TYPE F, 2" WIDE, 4" DEEP (FT)	PANDUIT	F2X4LG6
12d	PANDUIT, TYPE F, 2" WIDE COVER (FT)	PANDUIT	C2LG6
13	DIN RAIL PERFORATED, 35/15 HEAVY DUTY	PHEONIX CONTACT	NE 35/15 PERF 2000MM
14	PLUGTRAB SURGE SUPPRESSOR	PHEONIX CONTACT	PT 2-PE/S-120AC-ST
15	GROUND BUS BAR	EATON-CULTER HAMMER	GBK1420
19a	FUSE, 10A	BUSSMAN	AGC-10
19b	FUSE, 5A	BUSSMAN	AGC-5
19c	FUSE, 1A	BUSSMAN	AGC-1
20	FILTER FAN	RITTAL	RITTAL 3322.107
21	EXHAUST LOUVER	RITTAL	RITTAL 3322.207
22	ELECTRIC HEATER WITH BLOWER AND THERMOSTAT	HOFFMAN	DAH1002A
23a	PUSH BUTTON	SQUARE D	9001SKR1BH13
23b	PILOT LIGHT, RED	SQUARE D	9001SKT35LRR31
23c	PILOT LIGHT, GREEN	SQUARE D	9001SKT35LGG31
24	TOWER ALARM LIGHT	SQUARE D	XVC1B1K
25	ETHERNET SWITCH		

NOTES:

- 1 CONTRACTOR SHALL PROVIDE APPROPRIATE DIN RAIL MOUNTED LAYER 3 MANAGED SWITCH, SIZED TO PROVIDE A MINIMUM OF 50% SPARE PORTS IN BOTH COPPER AND FIBER MEDIA'S. CONTRACTOR SHALL COORDINATE SFP's AND OPTIC TYPE WITH EXISTING FIELD SWITCH FIBER MEDIA AND INTERFACES.

PROJECT WORK SHOWN ON THIS DRAWING IS ALL INCLUDED IN SCHEDULE A

NAMEPLATES				
NAME PLATE	LINE	TEXT	PLATE SIZE	LETTERING SIZE
1	1	MBR CONTROL PANEL	4 X 12	1-1/4"
	2	LCP-2000		1-1/4"
2	1	HORN SILENCE	1 X 3	3/16"
3	1	ALARM ALERT	1 X 3	3/16"
4	1	ALARM RESET	1 X 3	3/16"
5	1	LAMP TEST	1 X 3	3/16"
6	1	HMI	1 X 3	3/16"
7	1	SS	1 X 3	3/16"
8	1	PS1A	1 X 3	3/16"
9	1	PS1B	1 X 3	3/16"
10	1	PLC 1 RACK 1	1 X 3	3/16"
11	1	PLC 1 RACK 2	1 X 3	3/16"
12	1	PLC 1 RACK 3	1 X 3	3/16"
13	1	120V	1 X 3	3/16"
14	1	R1,S1, DO	1 X 3	3/16"
15	1	R1,S2 DO	1 X 3	3/16"
16	1	R2,S0, DO	1 X 3	3/16"
17	1	R2,S1, DO	1 X 3	3/16"
18	1	R3,S0, DO	1 X 3	3/16"
19	1	R3,S1 DO	1 X 3	3/16"
20	1	R1,S5 DI	1 X 3	3/16"
21	1	R1,S6 DI	1 X 3	3/16"
22	1	R1,S6 DI	1 X 3	3/16"
23	1	120V, 20A GFI	1 X 3	3/16"
24	1	R2,S4 DI	1 X 3	3/16"
25	1	R2,S5 DI	1 X 3	3/16"
26	1	R2,S6 DI	1 X 3	3/16"
27	1	R2,S7 DI	1 X 3	3/16"
28	1	R3,S4 DI	1 X 3	3/16"
29	1	R3,S5 DI	1 X 3	3/16"
30	1	R3,S6 DI	1 X 3	3/16"
31	1	R3,S7 DI	1 X 3	3/16"
32	1	R1,S3 AI	1 X 3	3/16"
33	1	R1,S4 AO	1 X 3	3/16"
34	1	R2,S3 AO	1 X 3	3/16"
35	1	R3,S3 AO	1 X 3	3/16"
36	1	UPS RCPT	1 X 3	3/16"
37	1	R2,S2 AI	1 X 3	3/16"
38	1	R3,S2, AI	1 X 3	3/16"
39	1	24V (ISR)	1 X 3	3/16"
40	1	E-NET	1 X 3	3/16"
41	1	UPS	1 X 3	3/16"
42	1	PNL HTR	1 X 3	3/16"

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	J. VONDERAHE
			J. VONDERAHE
			J. MURPHY
			B. BUNKER

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
FILE NAME
PS1598102-I201
JOB No.
216-1598-102
DATE
FEBRUARY 2018



MARCH 29, 2018

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PROJECT NAME

**THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**

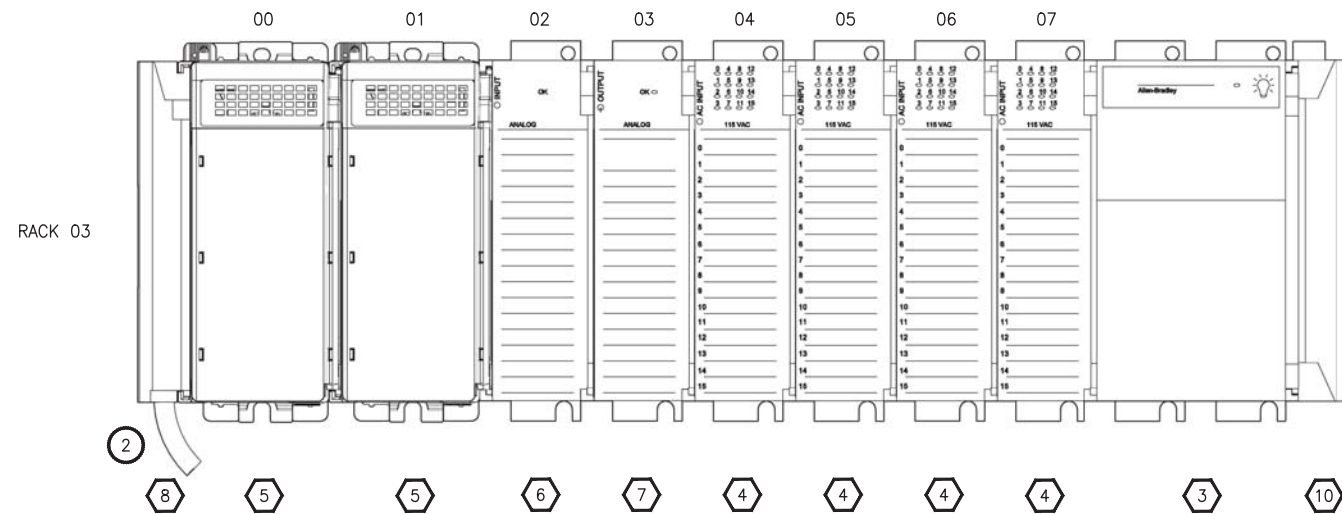
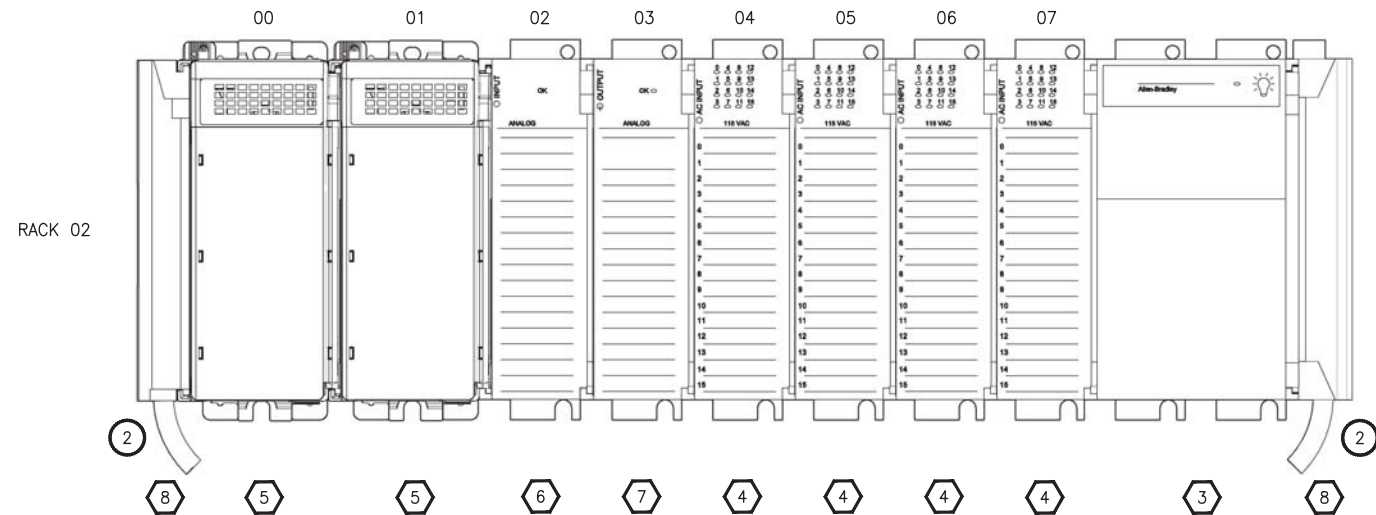
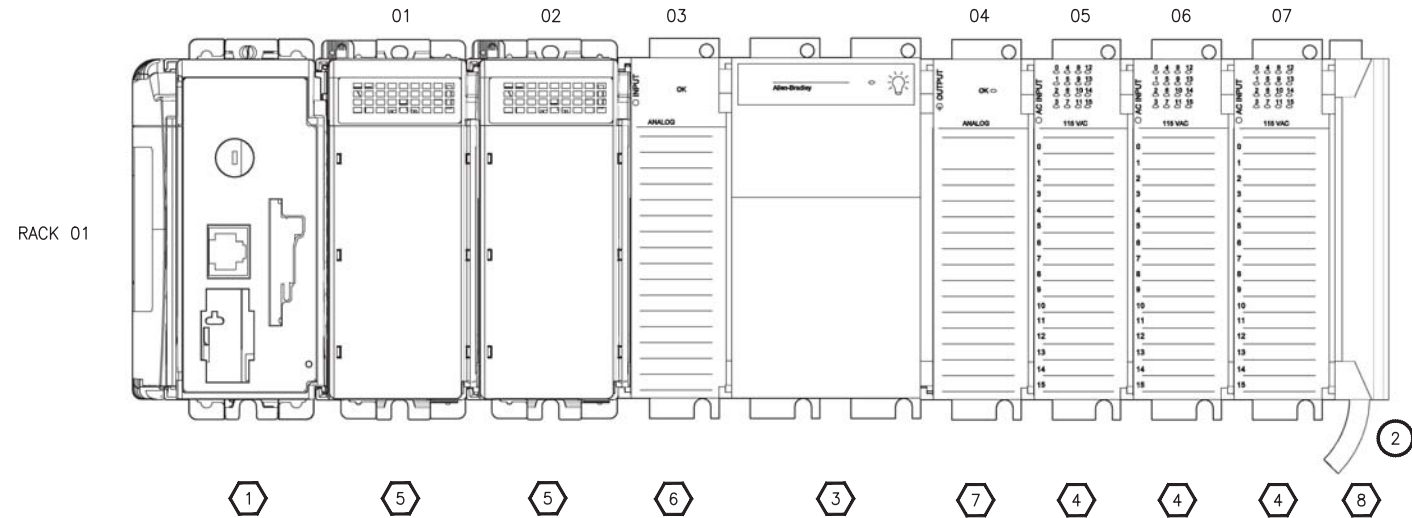
TULALIP, WASHINGTON

**LCP-2000
TERMINAL STRIP ASSEMBLIES AND
BILL OF MATERIALS**

DRAWING NO.
94 OF 157

I201

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NOTES:

1. REFER TO SECTION 40 61 13 FOR SYSTEM INTEGRATOR SEQUENCING.
2. CONNECT RACKS WITH 1769-CRL3 EXPANSION CABLE (QTY. 2 REQUIRED FOR THIS RACK ASSEMBLY).

PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE A

LCP-2000 RACK LAYOUT LEGEND

1	1769-L36ERM	COMPACTLOGIX CONTROLLER
2	NOT USED	
3	1769-PB4	POWER SUPPLY 24 VDC INPUT
4	1769-IA16	16 POINT 120 VAC INPUT MODULE
5	1769-OB16	16 POINT 24 VDC SOURCING OUTPUT MODULE
6	1769-IF16C	16 CHANNEL COMPACT HIGH-DENSITY ANALOG VOLTAGE INPUT MODULE
7	1769-OF8C	8 CHANNEL ANALOG CURRENT OUTPUT MODULE
8	1769-CRL3	1M RIGHT-TO-LEFT BUS EXPANSION CABLE
9	NOT USED	
10	1769-ECR	RIGHT END CAP/TERMINATOR
11	NOT USED	

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	D. MILES
			D. MILES
			CHECKED J. MURPHY
			APPROVED B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1598102-1207
JOB No. 216-1598-102
DATE FEBRUARY 2018



MARCH 29, 2018

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PROJECT NAME

**THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**

TULALIP, WASHINGTON

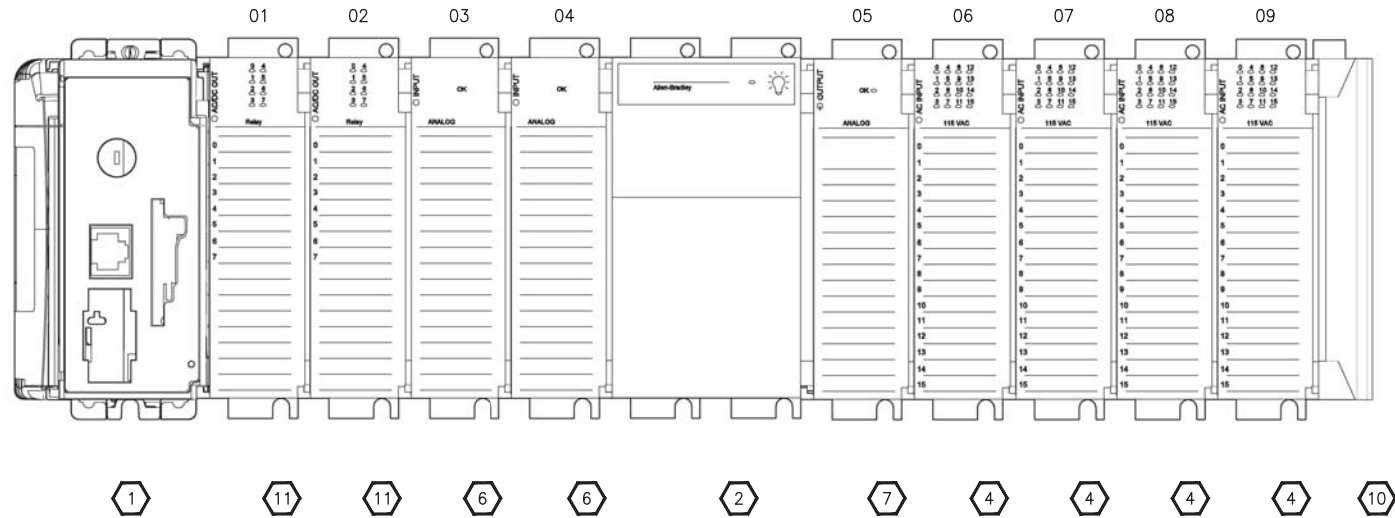
**LCP-2000
PLC RACK ASSEMBLY**

DRAWING NO.
100 OF 157

1207

LAYOUT: 1240 PATH: U:\PSO\Projects\Clients\1598-Tulalip Tribes\216-1598-102 MBR Upgrade\995vcs\CA00.DWG PLOTTED BY: milesdor DATE: Thursday, March 29, 2018 8:15:44 AM

RACK 01



NOTES:

1. PLC RACK ASSEMBLY SHALL REPLACE THE EXISTING PLC IN LCP-2000 (LCP-2000 TO BE REDESIGNATED AS LCP-2023).
2. REFER TO SECTION 40 61 13 FOR SYSTEM INTEGRATOR SEQUENCING.
3. CONTRACTOR TO COORDINATE ACTUAL WIRE NUMBERS BASED ON TERMINAL NUMBERS ON EQUIPMENT PROVIDED.
4. EXISTING TERMINAL NUMBERS, FROM TSI AS-BUILT DRAWINGS.

PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE B

LCP-2023 RACK LAYOUT LEGEND

1	1769-L36ERM	COMPACTLOGIX CONTROLLER
2	1769-PA4	POWER SUPPLY 120/240 VAC INPUT
3	NOT USED	
4	1769-IA16	16 POINT 120 VAC INPUT MODULE
5	NOT USED	
6	1769-IF16C	16 CHANNEL COMPACT HIGH-DENSITY ANALOG VOLTAGE INPUT MODULE
7	1769-OF8C	8 CHANNEL ANALOG CURRENT OUTPUT MODULE
8	NOT USED	
9	NOT USED	
10	1769-ECR	RIGHT END CAP/TERMINATOR
11	1769-OW8I	8 POINT VAC/VDC ISOLATED RELAY OUTPUT MODULE

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	D. MILES
			D. MILES
			CHECKED
			J. MURPHY
			APPROVED
			B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.
FILE NAME PS1598102-1240
JOB No. 216-1598-102
DATE FEBRUARY 2018



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PROJECT NAME

**THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**

TULALIP, WASHINGTON

**LCP-2023
PLC RACK ASSEMBLY**

DRAWING NO.
124 OF 157

1240

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 LAYOUT: 251

NOTES:

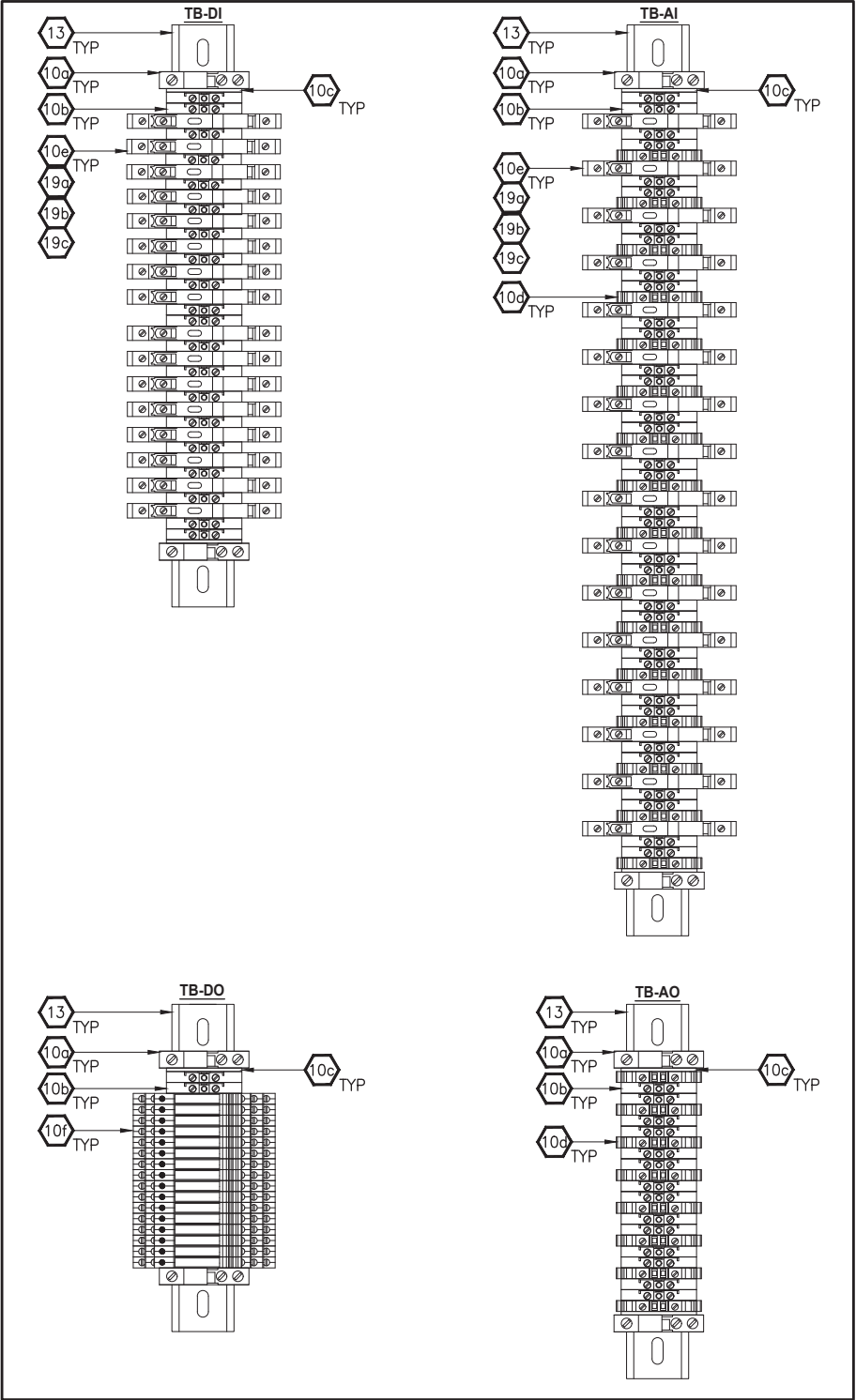
PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE A

NAMEPLATES

NAME PLATE	LINE	TEXT	PLATE SIZE	LETTERING SIZE
1	1 2	MBR CONTROL PANEL LCP-2014	4 X 12	1-1/4" 1-1/4"
2	1	HORN SILENCE	1 X 3	3/16"
3	1	ALARM ALERT	1 X 3	3/16"
4	1	ALARM RESET	1 X 3	3/16"
5	1	LAMP TEST	1 X 3	3/16"
6	1	HMI	1 X 3	3/16"
7	1	SS	1 X 3	3/16"
8	1	PS1A	1 X 3	3/16"
9	1	PS1B	1 X 3	3/16"
10	1	PLC 1 RACK 1	1 X 3	3/16"
11	1	NOT USED	1 X 3	3/16"
12	1	120V	1 X 3	3/16"
13	1	R1,S1, DO	1 X 3	3/16"
14	1	120V, 20A GFI	1 X 3	3/16"
15	1	R1,S5 DI	1 X 3	3/16"
16	1	R1,S6 DI	1 X 3	3/16"
17	1	R1,S7 DI	1 X 3	3/16"
18	1	R1,S8 DI	1 X 3	3/16"
19	1	R1,S4 AO	1 X 3	3/16"
20	1	UPS RCPT	1 X 3	3/16"
21	1	R1,S2 AI	1 X 3	3/16"
22	1	R1,S3 AI	1 X 3	3/16"
23	1	24V (ISR)	1 X 3	3/16"
24	1	UPS	1 X 3	3/16"
25	1	PNL HTR	1 X 3	3/16"

LCP-2014 BILL OF MATERIALS

ITEM #	DESCRIPTION	MANUFACTURER	MODEL/CAT #
1	ENCLOSURE, FLOOR MOUNTED, NEMA 12, 72"X48"X24" SS	PENTAIR/HOFFMAN	A724824SSFSD
2	BACK PANEL, 72"X48", PAINTED STEEL	PENTAIR/HOFFMAN	A72P48
3a	ENCLOSURE INTERIOR LED LIGHT KIT, 90VAC-260VAC	PENTAIR/HOFFMAN	LEDA1S35
3b	LED LIGHT POWER CABLE, AC	PENTAIR/HOFFMAN	LEDA20C
3c	LED LIGHT EXTENSION CONNECTOR, AC	PENTAIR/HOFFMAN	LEDA10E
4a	LIGHT DOOR SWITCH	PENTAIR/HOFFMAN	ALFSWD
4b	LIGHT DOOR SWITCH MOUNTING BRACKET	PENTAIR/HOFFMAN	PDLFBRKT
4c	DOOR SWITCH CABLE	PENTAIR/HOFFMAN	LDSWITCH18
5	C-MORE HMI PANEL, 15IN	AUTOMATIONDIRECT	EA9-T15CL
6	RECEPTACLE, SIMPLEX	PHOENIX CONTACT	PHOENIX CONTACT 2963860
7	DIN-RAIL MOUNTED SERVICE OUTLET, 120VAC, 20A, GFI	PHEONIX CONTACT	EM-DUO 120/20/GFI/AUX - 5603049
8	UPS, 1500VA	TRIPPLITE	SMART1500
9	POWER SUPPLY	PHEONIX CONTACT	QUINT-PS-100-240AC/24DC/20 2938620
10a	END CLAMP	PHEONIX CONTACT	E/NS 35N #0800886
10b	FEED THROUGH TERMINAL	PHEONIX CONTACT	UT 2.5 #3044076
10c	END COVER	PHEONIX CONTACT	D-UT 2.5/10 #3047028
10d	UNIVERSAL GROUND TERMINAL BLOCK	PHEONIX CONTACT	UT 2.5-PE #3044092
10e	FUSED TERMINAL BLOCK	PHEONIX CONTACT	UK 6.5-HESI #3004171
10f	RELAY MODULE TERMINAL BLOCK	PHEONIX CONTACT	5603154
10g	CIRCUIT BREAKER 20A	EATON-CULTER HAMMER	20A C-CURVE / WMZT1C20
10h	CIRCUIT BREAKER 15A	EATON-CULTER HAMMER	15A C-CURVE / WMZT1C15
10i	CIRCUIT BREAKER 10A	EATON-CULTER HAMMER	10A C-CURVE / WMZT1C10
10j	CIRCUIT BREAKER 5A	EATON-CULTER HAMMER	5A C-CURVE / WMZT1C05
11a	COMPACT LOGIX LEFT ENDCAP	ALLEN BRADLEY	1769-ECL
11b	COMPACT LOGIX L36ERM PROCESSOR	ALLEN BRADLEY	1769-L36ERM
11c	COMPACT LOGIX POWER SUPPLY	ALLEN BRADLEY	1769-PB4
11d	COMPACT LOGIX DIGITAL INPUT CARD	ALLEN BRADLEY	1769-IA16
11e	COMPACT LOGIX DIGITAL OUTPUT CARD	ALLEN BRADLEY	1769-OB16
11f	COMPACT LOGIX ANALOG INPUT CARD	ALLEN BRADLEY	1769-IF16C
11g	COMPACT LOGIX ANALOG OUTPUT CARD	ALLEN BRADLEY	1769-OF8C
11h	COMPACT LOGIX RIGHT END CAP	ALLEN BRADLEY	1769-ECR
11i	COMPACT LOGIX EXPANSION CABLE	ALLEN BRADLEY	1769-CRL3
12a	PANDUIT, TYPE F, 3" WIDE, 4" DEEP (FT)	PANDUIT	F3X4LG6
12b	PANDUIT, TYPE F, 3" WIDE COVER (FT)	PANDUIT	C3LG6
12c	PANDUIT, TYPE F, 2" WIDE, 4" DEEP (FT)	PANDUIT	F2X4LG6
12d	PANDUIT, TYPE F, 2" WIDE COVER (FT)	PANDUIT	C2LG6
13	DIN RAIL PERFORATED, 35/15 HEAVY DUTY	PHEONIX CONTACT	NE 35/15 PERF 2000MM
14	PLUGTRAB SURGE SUPPRESSOR	PHEONIX CONTACT	PT 2-PE/S-120AC-ST
15	GROUND BUS BAR	EATON-CULTER HAMMER	GBK1420
19a	FUSE, 10A	BUSSMAN	AGC-10
19b	FUSE, 5A	BUSSMAN	AGC-5
19c	FUSE, 1A	BUSSMAN	AGC-1
20	FILTER FAN	RITTAL	RITTAL 3322.107
21	EXHAUST LOUVER	RITTAL	RITTAL 3322.207
22	ELECTRIC HEATER WITH BLOWER AND THERMOSTAT	HOFFMAN	DAH1002A
23a	PUSH BUTTON	SQUARE D	9001SKR1BH13
23b	PILOT LIGHT, RED	SQUARE D	9001SKT35LRR31
23c	PILOT LIGHT, GREEN	SQUARE D	9001SKT35LGG31
24	TOWER ALARM LIGHT	SQUARE D	XVC181K



PER I/O CARD TYPE
 TYPICAL TERMINAL STRIP ASSEMBLY
 NO SCALE

REVISIONS	DATE	BY	DESIGNED
1 PLC PROCESSOR CHANGE	3-29-18	AS	J. VONDERAHE
			J. VONDERAHE
			J. MURPHY
			B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1598102-I251
JOB No. 216-1598-102
DATE FEBRUARY 2018



MARCH 29, 2018

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P 253.604.6600
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PROJECT NAME

THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE
TULALIP, WASHINGTON

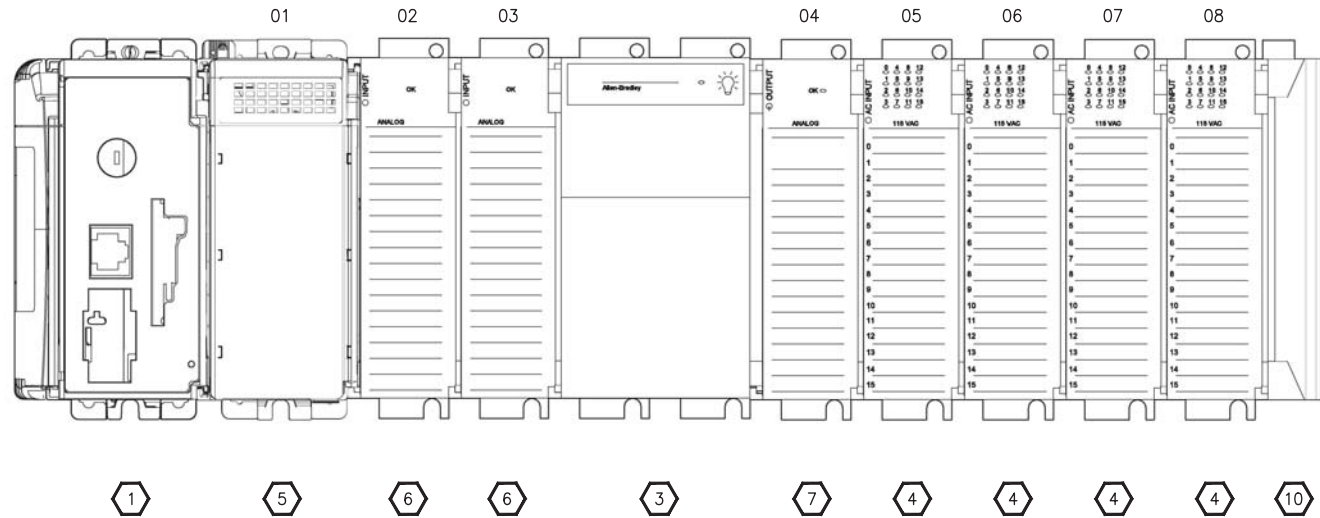
LCP-2014
TERMINAL STRIP ASSEMBLIES AND
BILL OF MATERIALS

DRAWING NO.
131 OF 157

I251

LAYOUT: 1257
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PLOTTED BY: milesdor
DATE: Thursday, March 29, 2018 8:29:08 AM

RACK 01



NOTES:

1. REFER TO SECTION 40 61 13 FOR SYSTEM INTEGRATOR SEQUENCING.

PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE A

LCP-2014 RACK LAYOUT LEGEND

1	1769-L36ERM	COMPACTLOGIX CONTROLLER
2	NOT USED	
3	1769-PB4	POWER SUPPLY 24 VDC INPUT
4	1769-IA16	16 POINT 120 VAC INPUT MODULE
5	1769-OB16	16 POINT 24 VDC SOURCING OUTPUT MODULE
6	1769-IF16C	16 CHANNEL COMPACT HIGH-DENSITY ANALOG INPUT MODULE
7	1769-OF8C	8 CHANNEL ANALOG CURRENT OUTPUT MODULE
8	NOT USED	
9	NOT USED	
10	1769-ECR	RIGHT END CAP/TERMINATOR
11	NOT USED	

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	D. MILES
			D. MILES
			CHECKED
			J. MURPHY
			APPROVED
			B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.
FILE NAME PS1598102-1257
JOB No. 216-1598-102
DATE FEBRUARY 2018



MARCH 29, 2018

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PROJECT NAME

**THE CONSOLIDATED BOROUGH OF
QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**

TULALIP, WASHINGTON

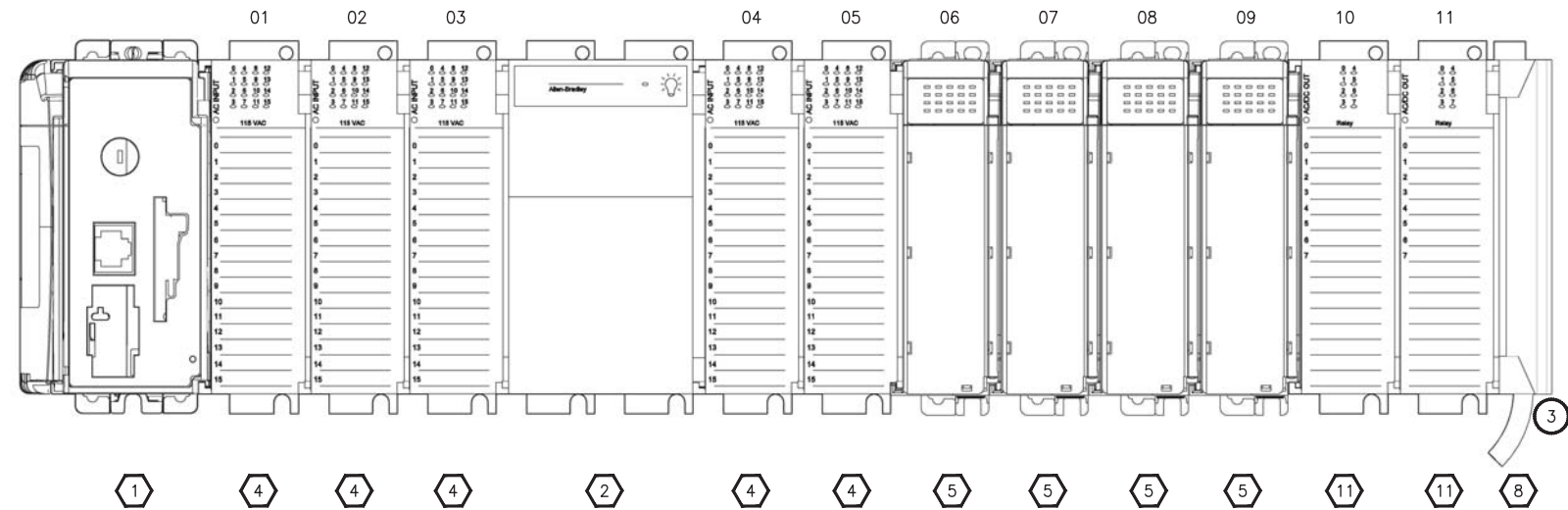
**LCP-2014
PLC RACK ASSEMBLY**

DRAWING NO.
137 OF 157

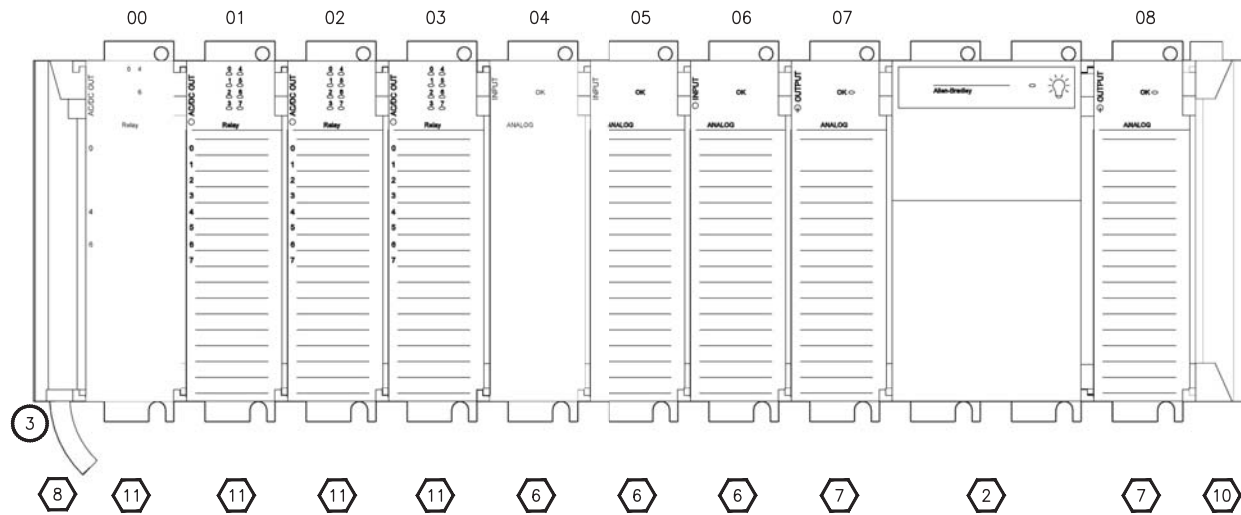
1257

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PLOTTED BY: milesdor DATE: Thursday, March 29, 2018 8:30:08 AM

RACK 01



RACK 02



NOTES:

1. PLC RACK ASSEMBLY SHALL REPLACE THE EXISTING PLC IN LCP-3600.
2. REFER TO SECTION 40 61 13 FOR SYSTEM INTEGRATOR SEQUENCING.
3. CONNECT RACKS WITH 1769-CRL3 EXPANSION CABLE

PROJECT WORK SHOWN ON THIS
DRAWING IS ALL INCLUDED IN
SCHEDULE A

LCP-3600 RACK LAYOUT LEGEND

1	1769-L36ERM	COMPACTLOGIX CONTROLLER
2	1769-PA4	POWER SUPPLY 120/240 VAC INPUT
3	NOT USED	
4	1769-IA16	16 POINT 120 VAC INPUT MODULE
5	1769-IA8I	8 POINT 120 VAC ISOLATED INPUT MODULE
6	1769-IF16C	16 CHANNEL COMPACT HIGH-DENSITY ANALOG VOLTAGE INPUT MODULE
7	1769-OF8C	8 CHANNEL ANALOG CURRENT OUTPUT MODULE
8	1769-CRL3	1M RIGHT-TO-LEFT BUS EXPANSION CABLE
9	NOT USED	NOT USED
10	1769-ECR	RIGHT END CAP/TERMINATOR
11	1769-OW8I	8 POINT VAC/VDC ISOLATED RELAY OUTPUT MODULE

REVISIONS	DATE	BY	DESIGNED
1	3-29-18	AS	D. MILES
			D. MILES
			CHECKED J. MURPHY
			APPROVED B. BUNKER

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1598102-I300
JOB No. 216-1598-102
DATE FEBRUARY 2018



MARCH 29, 2018

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PROJECT NAME
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QUIL CEDA VILLAGE
MBR TREATMENT FACILITY UPGRADE**
TULALIP, WASHINGTON

**LCP-3600
PLC RACK ASSEMBLY**

DRAWING NO.
146 OF 157
I300