

# **The Tulalip Tribes of Washington**



## **The Consolidated Borough of Quil Ceda Village**

**Marine Drive Shoulder Improvements  
Phase 1: 7th Drive NW to 64th Street NW  
Contract Documents**

**Bid Solicitation No. 2014-358**

**ADDENDUM NO. 1 – June 9, 2016**

**to**

**Request for Bid Proposals**

# The Tulalip Tribes of Washington

## ADDENDUM NO. 1 – June 9, 2016

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 27<sup>th</sup> Avenue NE, Tulalip, WA 98271-9694 for the following Project:

### **BID SOLICITATION NUMBER 2014-358**

#### ***Marine Drive Shoulder Improvements Phase 1: 7th Drive NW to 64th Street NW***

until Monday, June 27, 2016 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 27<sup>th</sup> Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

This Addendum is being issue to provide clarifications to certain Bid Document related issues and or questions received from potential Bidders related to the above Project(s). Submitted Request for Bid Proposals shall conform to the requirements of this Addendum. Unless specifically changed and or amended by this Addendum all other requirements, terms and conditions of the Bid Documents and any previous addenda shall remain unchanged.

1. The following changes, additions, and or deletions to the Bid Documents dated June 1, 2016 hereby become a part of the Bid Documents.
2. Notify all Subcontractors affected by this Addendum.
3. It is essential that prospective Bidders note the contents of this Addendum and the Tulalip Tribes of Washington be made aware the Addendum has been received. Therefore, Bidder shall acknowledge receipt of this Addendum on the Request for Bid Proposal form.

#### **Notice to Bidders**

1. The Notice to Bidders is replaced with the attached Notice to Bidders.
  - a. Paragraph two is revised to read:

The Request for Bid Proposal is not restricted to certified Native American Owned Businesses (i.e., Prime Contractors) only. Native American Owned Businesses submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified Native American Owned Businesses with their Proposal in order to obtain the preferences provided for in the Request for Bid Proposal.

#### **Instructions to Bidders**

2. The Instruction to Bidders is replaced with the attached Instruction to Bidders.
  - a. Section 1.1.4.1 is changed to read:

“Bidding is not restricted to certified Native American Owned Businesses.”

## **SPECIFICATIONS**

1. The Specifications are replaced in their entirety. Red-line markups will show the changes.

## **DRAWINGS**

2. IL 1 through IL 9 (sheet 29 thru 37) ILLUMINATION PLANS – June 6, 2016

## **ATTACHMENTS**

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Plan sheets listed below.
  - IL 1 - ILLUMINATION PLAN
  - IL 2 - ILLUMINATION PLAN
  - IL 3 - ILLUMINATION PLAN
  - IL 4 - ILLUMINATION PLAN
  - IL 5 - ILLUMINATION PLAN
  - IL 6 - ILLUMINATION PLAN
  - IL 7 - ILLUMINATION PLAN
  - IL 8 - ILLUMINATION DETAILS
  - IL 9 - ILLUMINATION SERVICE CABINET DETAILS

END OF ADDENDUM NO. 1

# 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 2014-358**

#### ***Marine Drive Shoulder Improvements Phase 1: 7th Drive NW to 64th Street NW***

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  
Consolidated Borough of Quil Ceda Village  
8802 27th Avenue NE  
Tulalip, WA 98271-9694  
Attn: Debbie Bray  
Telephone: (360) 716-5024  
Facsimile: (360) 716-0178

This Tulalip Tribes project provides for the installation of approximately 7,300 linear feet of HMA shoulder improvements including roadway embankment construction, channelization, guardrail, an illumination system, and a pile-supported pedestrian path.

~~The Request for Bid Proposal is not restricted to certified Native American Owned Businesses (i.e., Prime Contractors) only. Native American Owned Businesses submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified Native American Owned Businesses with their Proposal in order to obtain the preferences provided for in the Request for Bid Proposal. The Request for Bid Proposal is restricted to certified Native American Owned Businesses (i.e., Prime Contractors) only. Native American Owned Businesses submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified Native American Owned Businesses with their Proposal in order to obtain the preferences provided for in the Request for Bid Proposal.~~

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:

**Bid Package No.: 2014-358 – Marine Drive Shoulder Improvements**  
**Phase 1: 7th Drive NW to 64th Street NW**  
*Estimate \$2 Million*

until Monday, June 27, 2016 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 is not required.

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: “**Contracts and Procurement**” and “**Current Projects**”. 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	Builders Exchange of Washington, Inc.
8802 27 <sup>th</sup> Avenue NE	2607 Wetmore Avenue
Tulalip, WA 98271-9694	Everett, WA 98201
(360) 716-5024 office	<a href="http://www.bxwa.com">http://www.bxwa.com</a>
(360) 716-0165 facsimile	(425) 258-1303 office
	(425) 259-3832 facsimile

The following is applicable to federal aid projects.

**The Tulalip Tribes in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.**

The Tulalip Tribes of Washington

**INSTRUCTIONS TO BIDDERS**

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

Article 1 ..... Contract Information

Article 2 ..... Bidding Procedures

Article 3 ..... Bid Opening & Consideration of Bids

Article 4 ..... Withdrawal of Bid

Article 5 ..... Bid Estimate

Article 6 ..... Bid Guaranty and Contract Bond

Article 7 ..... Contract Award and Execution

Article 8 ..... Applicable Law and Forum

**ARTICLE 1 – CONTRACT INFORMATION**

**1.1 PROJECT BID REQUIREMENTS**

- 1.1.1 The 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 and must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.
- 1.1.2 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.
- 1.1.3 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>.
- 1.1.4 The following requirements apply to the Bid Award Criteria and Procedures for the Project:
  - 1.1.4.1 Bidding is not restricted to certified Native American Owned Businesses.
  - 1.1.4.2 Minimum TERO Participation Requirements for Employment:
    - 1.1.4.2.1 A minimum of twenty five percent (25%) of the entire project work force shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 – TERO Code.

- 1.1.4.2.2 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.
- 1.1.4.2.3 Bidders are encouraged to exceed the minimum requirement for employment.
- 1.1.4.3 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB Subcontractors and Suppliers:
  - 1.1.4.3.1 Bidder shall contract with a minimum number of two (2) certified Tulalip Tribal Member NAOB firms to be considered responsive and responsible.
  - 1.1.4.3.2 The total value of Tulalip Tribal Member NAOB contracted work shall be a minimum of twenty five percent (25%) of the total Bid Proposal Price.
  - 1.1.4.3.3 Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB Subcontractors and Suppliers.
  - 1.1.4.3.4 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A.
- 1.1.4.4 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
  - 1.1.4.4.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
  - 1.1.4.4.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B.
  - 1.1.4.5 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.4.

## **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.
- 1.3.2 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 strongly encouraged to attend any pre-bid meetings, 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 Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.
- 2.2.4 If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each person of record holding Contract Documents.

## **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 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, 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, all bids may 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 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.

- 3.5.1.3 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:
  - 3.5.1.3.1 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.
  - 3.5.1.3.2 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.
  - 3.5.1.3.3 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 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
  - 3.5.2.1 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.
  - 3.5.2.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
  - 3.5.2.3 Preferences required by Tribal Ordinances, Codes, or Laws;
  - 3.5.2.4 The experience of the Bidder;
  - 3.5.2.5 The financial condition of the Bidder;
  - 3.5.2.6 The conduct and performance of the Bidder on previous contracts;
  - 3.5.2.7 The facilities of the Bidder;
  - 3.5.2.8 The management skills of the Bidder;
  - 3.5.2.9 The ability of the Bidder to execute the Contract properly;
  - 3.5.2.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.
  - 3.5.2.11 Bidder's commitment to Safety and worker training.
- 3.5.3 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 with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded or all bids are rejected or all Bidders are determined to be not responsible.

### **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.

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 responsible 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 Consolidated Borough of Quil Ceda Village 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

## INTRODUCTION TO THE SPECIAL PROVISIONS

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

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are labeled with asterisks (\*\*\*\*\*). 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 WSDOT GSP)*

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/APWA, current edition
- **\*\*\*Sign Fabrication Manual, WSDOT, Current Edition\*\*\***
- **\*\*\*The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) and the amendments thereto. See Appendix B for a copy of FHWA-1273.**
- 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 specific to the American Recovery and Reinvestment Act and applicable to the work covered in Proposal No. 1 (Schedule A) only, include:
  - 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\*\*\*

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

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## DIVISION 1

### GENERAL REQUIREMENTS

#### DESCRIPTION OF WORK

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

The contract provides for the installation of approximately 7,300 linear feet of HMA shoulder improvements including roadway embankment construction, channelization, guardrail, an illumination system, and a pile-supported pedestrian path.

#### 1-01 DEFINITIONS AND TERMS

##### 1-01.3 Definitions (January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

#### **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.

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

**Notice to Proceed**

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

**1-02.12 Public Opening of Proposals**

Section 1-02.12 is supplemented with the following:

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

**Date of Opening Bids**

Sealed bids are to be received as specified in the Notice to Bidders.

**1-03 AWARD AND EXECUTION OF CONTRACT**

**1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be

separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

## **1-04 SCOPE OF THE WORK**

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

*(March 13, 2012 APWA GSP)*

Section 1-04.2 is supplemented with the following:

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. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**1-05 CONTROL OF WORK**

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

Supplement this section with the following:

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

**Roadway and Utility Surveys**

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Hubs or offset points to establish construction alignments and stationing;
2. Slope stakes for establishing grading;
3. Offset points to establish the centerline of the pile supported pedestrian path;
4. Offset points for establishing the clearing and grubbing limits and installation of silt protection fencing and/or straw wattles adjacent to embankments;
5. Offset points to establish line and grade for the luminaire foundations; and
6. Offset points for establishing the location of guardrail and guardrail transition sections.

All other survey requirements to construct the improvements in accordance with the contract plans and these contract specifications shall be the responsibility of the Contractor. Contractor-provided surveying will not be measured and the cost shall be incidental to the other bid items included in the proposal.

Add the following new section:

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

**1-05.5 As-Built Record Drawings**

**New Section**

At the close of the project, the Contractor shall furnish to the Engineer one complete set of as-built drawings. The as-built drawings shall include all material installed by the Contractor regardless of bid schedule. As-built drawings shall be legible redline markups showing all as-constructed revisions from the original Plans and Specifications. Plans will also identify any

existing underground utilities not shown on the Plans and encountered during the construction. No separate measurement or payment will be made for this work.

#### **1-05.14 Cooperation With Other Contractors**

Section 1-05.14 is supplemented with the following:

*(March 13, 1995 WSDOT GSP Option 1)*

##### **Other Contracts Or Other Work**

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

\*\*\* Frontier Communications has existing buried communications lines within the northbound shoulder of Marine Drive and will be relocating facilities during the Contract time.

Frontier Communications will require 30 working days to complete their relocation work after the Contractor has located conflicts by potholing the luminaire foundation locations and guardrail locations and has removed the asphalt concrete pavement as shown in the contract plans in those locations where relocations are deemed necessary. During the 30 days allowed to Frontier Communications, the Contractor shall not impede the work of Frontier Communications and shall not use lane closures that conflict with Frontier Communications' work. \*\*\*

#### **1-06 CONTROL OF MATERIAL**

Section 1-06 is supplemented with the following:

##### ***Buy America***

*(August 6, 2012 WSDOT GSP, Option A)*

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America

requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

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

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

## 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

### 1-07.1 Laws to be Observed

Section 1-07.1 is supplemented with the following:

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

#### **Indian Preference and Tribal Ordinances**

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

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. 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 Debbie Bray at (360) 716-5024.

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 Action Requirements.



TERO Participation shall be evaluated as follows:

**Counting Tulalip Tribal Member Native American Owned Business or Native American Owned Business**

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

1. Count the entire amount of the portion of the contract that is performed by the Tulalip Tribal owned or Indian-owned enterprise or organization's own forces. Include the cost of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for the work of the contract, including supplies purchased or equipment leased by the Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing resources of the Prime Contractor or its affiliates will not be counted toward Tulalip Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations, a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a Tulalip Tribal Member NAOB or NAOB's ability to perform a Commercially Useful Function (See discussion of CUF, below).
2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member NAOB or NAOB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.
3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal Member NAOB or NAOB's lower tier subcontractor is also a Tulalip Tribal Member NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal Member NAOB or NAOB contracting requirement.
4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal owned or Indian-owned enterprise or organization, then that portion of the work further subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement, so long as it is a distinct clearly defined portion of the work of the subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a commercially useful function with its own forces.
5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or Indian-owned enterprise or organization after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime

contractor's actions did not influence the Tulalip Tribal-owned or Indian-owned enterprise's or organization's decertification.

### **Commercially Useful Function**

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

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

### **Trucking**

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

1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.
2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.
3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.
4. For purposes of this paragraph a lease must indicate that the Tulalip Tribal-owned or Indian-owned enterprise or organization has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Tulalip Tribal Member NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB or NAOB absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Tulalip Tribal Member NAOB or NAOB.
5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from another Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member NAOB or NAOB owner-operator receives credit for the total value of the transportation services the lessee Tulalip Tribal Member NAOB or NAOB provides on the contract.

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

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

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

**Manufacturer**

1. Counting

If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or NAOB manufacturer, count 100 percent of the cost of the materials or supplies toward Tulalip Tribal Member NAOB or NAOB requirements.

2. Definition

To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

3. In order to receive credit as a Tulalip Tribal Member NAOB or NAOB manufacturer, the firm must have received an “on-site” review and been approved by TERO to operate as a Tulalip Tribal Member NAOB or NAOB manufacturing firm prior to bid opening. Use of a Tulalip Tribal Member NAOB or NAOB manufacturer that has not received an on-site review and approval by TERO prior to bid opening will result in the bid being declared non-responsive, unless the contribution of the manufacturer was not necessary to meet the project requirement. To schedule a review, the manufacturing firm must submit a written request to TERO and may not receive credit towards Tulalip Tribal Member NAOB or NAOB participation until the completion of the review. Once a firm’s manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers (per contract) may be obtained from TERO.

## **Regular Dealer**

### **1. Counting**

If the materials or supplies are purchased from a Tulalip Tribal Member NAOB or NAOB regular dealer, 60 percent of the cost of the materials or supplies will count toward Tulalip Tribal Member NAOB or NAOB goals.

### **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 seven (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.tulaliptribes.com/Home/Contractors/NAOBRegistryReport.aspx](http://www.tulaliptribes.com/Home/Contractors/NAOBRegistryReport.aspx) prior to the time of bid opening. In addition, bidders may request confirmation of the Tulalip Tribal Member NAOB or NAOB supplier's approval to operate as a regular dealer on a specific contract by writing the TERO Department, 6406 Marine Drive, Tulalip, WA 98271 or by phone at (360) 716-4747. Use of a supplier that has not received approval as a regular dealer prior to bid opening will result in the bid being declared nonresponsive, unless the contribution of the regular dealer was not necessary to meet the project requirement.

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

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

### **Eligibility**

To be eligible for award of the contract, the bidder must properly complete and submit the Tulalip Tribal-owned and Indian owned Enterprise Utilization Certification which have been made a part of the bidder's formal bid proposal. The Certification will be used by the Contracting Agency in determining whether the bidder's bid proposal satisfies the Tulalip Tribal-owned and Indian-owned Enterprise contract requirements.

For each Tulalip Tribal-owned and Indian-owned Enterprise described in the Certification, the bidder shall state the project role and work item in which that Tulalip Tribal-owned or Indian-owned Enterprise will participate. A general description of the work to be performed by the Tulalip Tribal-owned or Indian-owned Enterprise shall be included. If a Tulalip Tribal-owned or Indian-owned Enterprise will perform a partial item of work, the bidder shall also include a dollar amount for each partial item of work. The bidder shall also include a dollar amount for each Tulalip Tribal-owned and Indian-owned Enterprise listed in the Certification that will be applied towards meeting or exceeding the assigned Tulalip Tribal-owned and Indian-owned Enterprise contract requirement.

In the event of arithmetic errors in completing the Certification, the amount listed to be applied towards the requirement for each Tulalip Tribal-owned and Indian-owned Enterprise shall govern and the Tulalip Tribal-owned and Indian-owned Enterprise total shall be adjusted accordingly. The information and commitments demonstrated in the Certification shall become a condition of any subsequent award of a contract to that bidder and the Certification itself shall become a part of the subsequent contract.

The Contracting Agency shall consider as non-responsive and shall reject any bid proposal submitted that does not contain a Tulalip Tribal-owned or Indian-owned Enterprise Certification or contains a Tulalip Tribal-owned or Indian-owned Enterprise Certification that fails to demonstrate that the bidder will meet the Tulalip Tribal-owned or Indian-owned Enterprise requirements.

## **Procedures Between Award and Execution**

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

The Contracting Agency will notify the successful bidder of the award of the contract in writing and will include a request for a further breakdown of the Tulalip Tribal-owned and Indian-owned Enterprise 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-owned and Indian-owned Enterprises as shown on the Tulalip Tribal-owned and Indian-owned Enterprise Utilization Certification:
  - Correct business name, federal employee identification number (if available), and mailing address.
  - List of all bid items assigned to each successful Tulalip Tribal-owned or Indian-owned Enterprise firm, including unit prices and extensions.
  - Description of partial items (if any) to be sublet to each successful Tulalip Tribal-owned or Indian-owned Enterprise firm specifying the distinct elements of work under each item to be performed by the Tulalip Tribal-owned or Indian-owned Enterprise and including the dollar value of the Tulalip Tribal-owned or Indian-owned Enterprise portion.
  - Submit evidence of certification for the Tulalip Tribal-owned or Indian-owned Enterprise.

Total amounts shown for each Tulalip Tribal-owned and Indian-owned Enterprise shall not be less than the amount shown on the Utilization Certification. This submittal, showing the Tulalip Tribal-owned and Indian-owned Enterprise 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-owned and Indian-owned Enterprise Utilization Certification or that demonstrates a lesser amount of Tulalip Tribal-owned or Indian-owned Enterprise 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-owned or Indian-owned Enterprise Participation" (actual payments) on a quarterly basis for any calendar quarter in which Tulalip Tribal-owned or Indian-owned Enterprise 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 Indian-owned Enterprise Participation" section of this specification.

In the event that the payments to a Tulalip Tribal-owned or Indian-owned Enterprise 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-owned and Indian-owned Enterprise 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-owned or Indian-owned Enterprise 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-owned or Indian-owned Enterprise provision violation does not limit its ability to suspend or revoke the Contractor's pre-qualification status or seek other remedies as allowed by tribal, federal or state law. In appropriate circumstances, the Contracting Agency may also refer the Contractor to tribal, state, or federal authorities for additional sanctions.

### **1-07.2 State Taxes**

Section 1-07.2 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 (WA 458-20-192). This 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. Upon request a Tax Exemption form may be obtained from The Tulalip Tribes.

### **1-07.6 Permits and Licenses**

Section 1-07.6 is supplemented with the following:

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

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

The Contractor shall obtain a traffic control permit from Snohomish County prior to starting work. No separate payment will be made for the preparation of project-specific traffic control plans.

All costs necessary to obtain permits required to complete the work shall be incidental to the bid items included in the proposal.

**1-07.9 Wages**

**1-07.9(1) General**

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

*(January 8, 2016)*

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA160001.

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

*(April 2, 2007 WSDOT GSP OPT 4)*

**Application of Wage Rates For The Occupation Of Landscape Construction**

State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

Landscape Construction, which includes several different occupation descriptions such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or Planting Laborers.

In addition, federal wage rates that are included in this contract may also include occupation descriptions in Federal Occupational groups for work also specifically identified with landscaping such as:

Laborers with the occupation description, Landscaping or Planting, or

Power Equipment Operators with the occupation description, Mulch Seeding Operator.

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal classification wage rate.



**1-07.11 Requirements for Nondiscrimination**  
(December 8, 2014 APWA GSP, Option A)

Supplement this section with the following:

***Disadvantaged Business Enterprise Participation***

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

**DBE Goals**

No DBE goals have been assigned as part of this Contract.

**Affirmative Efforts to Solicit DBE Participation**

DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

Note: A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at:

[www.omwbe.wa.gov/certification/index.shtml](http://www.omwbe.wa.gov/certification/index.shtml).

The directory provides a plain language on the Description of Work that the listed DBE's have been certified by the Office of Minority and Women's Business Enterprises (OMWBE) to perform.

2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

**DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

Contractors may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed.

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and shall be reported as such.

## **Crediting DBE Participation for Reporting Purposes**

### **Joint Venture**

When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

### **DBE Prime Contractor**

A DBE Prime Contractor may only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces.

### **DBE Subcontractor**

When a DBE firm participates as a Subcontractor, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE. However, you may not take credit supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO). The arrangement must not impact a DBE firm's ability to perform a Commercially Useful Function (CUF).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE's lower tier Subcontractor is also a DBE.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, so long as it is a distinct clearly defined portion of the Work that the DBE is performing with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

## **Trucking**

Use the following factors in determining DBE credit and whether a DBE trucking company is performing a Commercially Useful Function (CUF):

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. The DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company. The DBE must control the work of the non-DBE trucks. If the non-DBE is performing the Work without supervision of that Work by the DBE, the DBE is not performing a Commercially Useful Function (CUF).
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:
  - a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)
  - b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements.)
7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

## **Expenditures paid to other DBEs**

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

### **Manufacturer**

You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

### **Regular Dealer**

You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

1. WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
2. Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to the OEO no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm's qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an approved regular dealers List. The list may be accessed through the OEO Home website is at:

[www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity)

Note: Requests to be listed as a regular dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

### **Materials or Supplies Purchased from a DBE**

With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.
2. Fees or transportation charges for the delivery of materials or supplies.

In either case, you may not take credit for any part of the cost of the materials and supplies.

### **Joint Checking Allowance**

Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint check. Joint check requests shall be submitted, by the Prime Contractor to the Contracting Agency for approval.

When requesting approval for use of a joint checking allowance, the Contractor must distribute a written joint check agreement among the parties (including the suppliers involved) providing full and prompt disclosure of the expected use of the joint checks. The agreement shall contain all the information concerning the parties' obligations and consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint check request shall be submitted to the Contracting Agency for approval prior to signing the Contract agreement.

The following are some general conditions that must be met by all parties regarding joint check use:

- a. It is understood the Prime Contractor acts as the guarantor of a joint check.
- b. The DBE's own funds are used to pay supplier of materials. The Prime Contractor does not make direct payment to supplier. In order to be performing a Commercially Useful Function (CUF), the DBE must release the check to the supplier (paying for the materials it-self and not be an extra participant in a transaction).
- c. If the Prime Contractor makes joint checks available to one DBE Subcontractor, the service must be made available to all Subcontractors (DBE and non-DBE).
- d. The relationship between the DBE and its suppliers should be established independently of and without interference by the Prime Contractor. The DBE has final decision-making responsibility concerning the procurement of materials and supplies, including which supplier to use.
- e. The Prime Contractor and DBE shall be able to provide receipts, invoices, cancelled checks and/or certification statements of payment if requested by the Contracting Agency.
- f. The DBE remains responsible for all other elements of 49 CFR 26.55(c) (1).

Failure by the Prime Contractor to request and to receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

### **Commercially Useful Function (CUF)**

In any case, you may only take credit when the associated DBE that is determined to be performing a Commercially Useful Function (CUF).

- A DBE performs a CUF when it is responsible for execution of a distinct element of Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract. For example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material itself.
- A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

### **Procedures Between Award and Execution**

After award and prior to Execution of the Contract, the successful Bidder shall provide additional information as described below. Failure to comply may result in the forfeiture of the Bidder's Proposal bond or deposit.

A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not.

Include the correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Prime Contractor may be contacted by Contracting Agency to solicit general information as follows:

1. Age of the firm.
2. Average of its gross annual receipts over the past three years.

### **Procedures after Execution**

#### **Reporting**

#### **Quarterly Report of Amounts Credited as DBE Participation Form #422-102**

The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. This is a record of payments to the DBE that the Prime Contractor is taking credit for as DBE participation. The dollars reported as specified in Crediting DBE Participation for Reporting Purposes section of this contract provision.

In the event that the payments to a DBE 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.

**Payment**

Compensation for all costs associated with complying with the conditions of this specification shall be included in payment for the associated Contract items of Work.

**Prompt Payment**

Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of the Contract Provisions.

**Damages for Noncompliance**

The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

*(July 1, 2013)*

**Small Business Enterprise Participation**

The Small Business Enterprise (SBE) Program is an element of the Disadvantaged Business Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part 26.39. As such, the requirements of this contract establish affirmative efforts to utilize SBE certified firms on construction projects. No preference will be included in the evaluation of Bids/Proposals. No minimum level of SBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

**Voluntary SBE Goals**

A voluntary goal amount of ten percent of the Contract bid amount is established.

The goal is voluntary, but achievement of the goal is encouraged. No preference will be included in the evaluation of bids/proposals. Bidders may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) at 360-664-9750 or visit [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified SBE firms.

**Required SBE Participation Plan**

The Contractor shall submit a SBE Participation Plan prior to commencing contract work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

For SBE Participation Plan Drafting Guidelines, please visit:

[www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity).

## Definitions

Regardless of race or gender, a SBE is one certified by OMWBE as such, where the firm's:

- Three year averaged gross receipts are less than \$22.41 million dollars, with smaller industry standards applicable
- Is at least 51% owned and controlled by an individual or individuals with a personal net worth less than \$1.32 million dollars
- A Micro Small Business Enterprise is a firm certified as an SBE with average gross receipts for three years less than one million dollars

### 1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

*(January 25, 2016 WSDOT GSP, Option 1)*

#### **Required Federal Aid Provisions**

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 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 Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

### 1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

*(April 2, 2007 WSDOT Option 2)*

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

\*\*\* The Contractor will be required to coordinate with Frontier Communications for necessary relocations of their existing buried communications lines that are located within the shoulder area. The Contractor will pothole locations where luminaire foundations are



to be located and where guardrail will be installed to determine where the existing communications lines will require relocation. The Contractor shall remove the existing pavement as indicated in the contract plans in the locations where relocation will need to be completed by Frontier Communications. The Contractor will provide Frontier Communications up to 30 working days to complete their relocation work. \*\*\*

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

\*\*\*

Frontier Communications  
3831 204th Street SW  
Lynnwood, WA 98036  
Attn: Kim Swenstad  
(425) 712-3211

Frontier Communications  
1800 41st Street  
Everett, WA 98201  
Attn: Ashley Charouhas  
(425) 261-6282

Snohomish County Public Utilities  
District (PUD)  
210 E Division St  
Arlington, WA 98223  
Attn: Nick Fadich(360) 435-7500

Tulalip Broadband  
8825 Quil Ceda Boulevard, Suite O  
Tulalip, WA 98271  
Attn: Richard Brown  
(360) 654-3270

Tulalip Technology Data Services  
8825 Quil Ceda Boulevard, Suite O  
Tulalip, WA 98271  
Attn: Gregory Keith  
(360) 654-2233

Verizon  
OSP Engineering  
PO Box 1003  
Everett, WA 98200  
Attn: Tim Rennick  
(425) 263-4034 \*\*\*

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

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

### **1-07.18 Insurance** *(January 4, 2016 APWA GSP)*

#### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

#### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder’s Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- \*\*\*Parametrix, Inc.
- David Downing and Associates
- Materials Testing Consultants, Inc.
- Snohomish County, its officers, elected officials, agents & employees\*\*\*

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

#### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

#### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

#### **1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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## 1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### 1-07.23 Public Convenience and Safety

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

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

#### *(January 2, 2012 WSDOT GSP OPT 2)*

##### **Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

#### **Minimum Work Zone Clear Zone Distance**

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

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

Lane closures are subject to the following restrictions:

During nonworking hours, the Contractor shall maintain all lanes open to traffic.

During working hours, the Contractor may close one lane of traffic in accordance with an approved temporary traffic control plan.

If the Engineer determines the permitted lane 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 lane closure hours.

No lane closures will be allowed on a holiday or holiday weekend (including Columbus Day), or after 12:00 p.m. (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday, or Monday are considered a holiday weekend.

Complete closure of the roadway shall not be permitted.

#### **1-07.24 Rights of Way**

*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section and subsection:

### **1-08.0 Preliminary Matters** (May 25, 2006 APWA GSP)

**New Section**

#### **1-08.0(1) Preconstruction Conference** (October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

## 1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

*(October 12, 1998 WSDOT GSP Option 1)*

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

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), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

### 1-08.1(1) Prompt Payment, Subcontract Completion, and Return of Retainage Withheld

Section 1-08.1(1) is revised to read:

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

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

#### **Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation



- c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
- d. Other sanctions as provided by the subcontract or by law under applicable prompt pay statutes.

**Conditions**

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

**Payment**

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

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

**1-08.4 Notice to Proceed and Prosecution of Work**  
*(July 23, 2015 APWA GSP)*

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

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

**1-08.5 Time for Completion**

Section 1-08.5 is supplemented with the following:

*(March 13, 1995 WSDOT GSP, Option 7)*

This project shall be physically completed within \*\*\* 90 \*\*\* working days.

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. Property owner releases per Section 1-07.24

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.6 Force Account** (October 10, 2008 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 Engineer.

### **1-09.9 Payments** (March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not 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 payments. 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 — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

### **1-09.9(1) Retainage**

Section 1-09.9(1) is deleted and replaced with the following:

The Contracting Agency shall retain from each progress estimate a sum of 5 percent of the monies earned by the Contractor. Monies retained shall be held in a fund by the Contracting Agency.

Release of the retainage will be made 60 days following the Completion Date, provided the following conditions are met:

1. On Contracts totaling more than \$35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor is current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3, and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

*(June 27, 2011 WSDOT GSP Option 1)*

**Vacant**

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 General**

The first paragraph of Section 1-10.1 is revised as follows:

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

Traffic control plans have been provided for reference only. The Contractor shall provide site-specific traffic control plans to Snohomish County for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines". A minimum of 10 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

### **1-10.2 Traffic Control Management**

#### **1-10.2(1) General**

Section 1-10.2(1) is supplemented with the following:

*(January 8, 2016 WSDOT GSP Option 1)*

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. 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

Evergreen Safety Council

12545 135th Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778 or  
(425) 814-3930

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701

#### **1-10.4 Measurement**

##### **1-10.4(1) Lump Sum Bid for Project (No Unit Items)** *(August 2, 2004 WSDOT GSP Option 1)*

Section 1-10.4(3) is supplemented with the following:

The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

Section 1-10.4(3) is supplemented with the following:

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

“Traffic Control Supervisor”, per lump sum.

“Flaggers and Spotters”, per hour.

“Portable Changeable Message Sign”, per hour.

#### **1-10.5 Payment**

##### **1-10.5(1) Lump Sum Bid for Project (No Unit Items)**

Section 1-10.5(1) is supplemented with the following:

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

The lump sum bid for “Project Temporary Traffic Control”, per lump sum shall also include all costs associated with preparing and obtaining a traffic control permit from Snohomish County and preparing and receiving approval for the Traffic Control Plans, including all revisions and updates necessary throughout the project duration.

**END OF DIVISION 1**

**DIVISION 2**  
**EARTHWORK**

**2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

**2-01.1 Description**

Section 2-01.1 is supplemented with the following:

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

Clearing and grubbing shall include trimming, removal and disposal of all trees or vegetation necessary to install the project items. Such operations shall be limited to only those items that must be removed for the project construction; vegetation and trees not affected by the construction shall not be removed or damaged. The Contractor shall confirm trimming and vegetation removal requirements within delineated wetland areas 72 hours prior to commencing clearing and grubbing work within those areas.

**2-01.2 Disposal of Usable Materials and Debris**

**2-01.2(2) Disposal Method No. 2 – Waste Site**

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

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

All material removed shall be hauled to a legal disposal site by the Contractor. The Contractor shall determine the suitability of the site to receive the materials and shall pay all fees associated with the disposal.

**2-01.3 Construction Requirements**

**2-01.3(4) Roadside Cleanup**

Section 2-01.3(4) is supplemented with the following:

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

Roadside cleanup shall also include removing debris from the project site and dressing the area to original condition.

**2-01.4 Measurement**

Section 2-01.4 is replaced with the following:

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

Measurement for all clearing, grubbing, and roadside cleanup will be by lump sum.

## **2-01.5 Payment**

Section 2-01.5 is supplemented with the following:

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

Payment will be made under the following:

“Clearing and Grubbing and Roadside Cleanup”, per lump sum

The lump sum bid price in the Proposal will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to perform the clearing, grubbing, and cleanup operations including all disposal fees.

## **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

### **2-02.1 Description**

Section 2-02.1 is supplemented with the following:

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

The Contractor shall remove and dispose of any and all structures and obstructions as necessary for the construction of the project, including, but not limited to, boulders, concrete slabs, ecology blocks, buried logs, culvert pipe, and like items.

### **2-02.5 Payment**

Section 2-02.5 is supplemented with the following:

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

No payment will be made for removing and disposing of structures and obstructions. All costs for such removal shall be considered to the construction of the project and no additional compensations shall be paid. If, in the opinion of the Engineer, removal requires the use of specialized construction equipment, compensation will be made under the bid item “Minor Change”.

Payment will be made under the following:

“Removing Asphalt Conc. Pavement”, per square yard.

Sawcutting (full depth) for removal or adjustment of any material or item will be considered incidental to the bid item and will not be measured.



## **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

### **2-03.4 Measurement**

Section 2-03.4 is supplemented with the following:

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

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation will be based on the original ground elevations recorded prior to the award of this contract. If discrepancies are discovered in the ground elevations, which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the Project Engineer's office located at:

Parametrix, Inc.  
1019 39th Avenue SE, Suite 100  
Puyallup, WA 98374

Measurement for unsuitable foundation excavation incl. haul shall be determined by neat line dimensions and measured by cubic yard of material removed. Because the amount of such excavation is unknown, a quantity has been arbitrarily selected to provide a common bid base. The unit price submitted shall be used for all such excavation. Material that must be excavated to provide the required depth of utility trenches, structures, gravel subgrade, and other improvements, regardless of the nature of the material, shall not be considered as unsuitable foundation excavation. No measurement will be made for the material to replace the unsuitable material removed.

Compaction of any material in this section of the Special Provisions will be considered incidental to the bid item and will not be measured.

### **2-03.5 Payment**

Section 2-03.5 is supplemented with the following:

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

"Roadway Excavation Incl. Haul", per cubic yard.

The unit contract price for "Roadway Excavation Incl. Haul" per cubic yard shall be full pay for excavating, loading, hauling, and otherwise disposing of the materials per the lines and grades shown on the Contract Plans including excavation for driveway approaches, gravel borrow, and for all other work unless such excavation is specifically paid for under other bid items included in the Proposal.

## **2-09 STRUCTURE EXCAVATION**

### **2-09.1 Description**

Section 2-09.1 is supplemented with the following:

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

Work shall include removal and replacement of unsuitable material from beneath conduit trenches or luminaire and wall foundations.

### **2-09.2 Materials**

Section 2-09.2 is supplemented with the following:

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

Material to replace unsuitable foundation materials shall be crushed surfacing base course meeting the requirements of Section 4-04 of the Standard Specifications.

### **2-09.3 Construction Requirements**

Section 2-09.3 is supplemented with the following:

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

Where deemed necessary by the Engineer, the Contractor shall remove unsuitable material from the bottom of trenches and foundations. All such material removed shall be hauled to a legal disposal site by the Contractor. The unsuitable material shall be replaced with crushed surfacing base course.

### **2-09.4 Measurement**

Section 2-09.4 is supplemented with the following:

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

Measurement for "Unsuitable Foundation Excavation Incl. Haul" will be by the cubic yard measured in place.

Since the need for and quantity of these items is not known at present, an amount has been arbitrarily entered on the Proposal to provide a common basis for bids.

### **2-09.5 Payment**

Section 2-09.5 is supplemented with the following:

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

Payment will be made under the following:

"Unsuitable Foundation Excavation Incl. Haul", per cubic yard

The unit bid price in the Proposal will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to excavate the unsuitable material and dispose at a legal site. The unit bid price shall also include all costs associated with furnishing, hauling, placing, and compacting the crushed surfacing material to replace the unsuitable foundation material.

**END OF DIVISION 2**

## DIVISION 3

### AGGREGATE PRODUCTION AND ACCEPTANCE

#### 3-02 STOCKPILING AGGREGATES

##### 3-02.2 GENERAL REQUIREMENTS

##### 3-02.2(2) STOCKPILE SITE PROVIDED BY THE CONTRACTOR

Section 3-02.2(2) is supplemented with the following:

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

If the Contractor chooses to stockpile crushed surfacing materials, borrow, and backfill materials on or near the site, the Contractor shall establish and maintain separate stockpile areas for:

1. Materials that are to be measured and paid for separately.
2. Materials which are incidental to other bid items.

##### 3-02.4 MEASUREMENT

Section 3-02.4 is supplemented with the following:

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

The specific materials in each stockpile will be measured as designated in the Standard Specifications and these Special Provisions.

##### 3-02.5 PAYMENT

Section 3-02.5 is supplemented with the following:

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

All costs of any work under Section 3-02 shall be incidental to and included in the unit contract prices for the various items in the Proposal, unless designated otherwise in these Special Provisions.

**END OF DIVISION 3**

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## **DIVISION 4**

### **BASES**

#### **4-04 BALLAST AND CRUSHED SURFACING**

##### **4-04.4 Measurement**

Section 4-04.4 is supplemented with the following:

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

Measurement for “Crushed Surfacing Top Course” and “Crushed Surfacing Base Course” will be by the ton, except when the material is incidental to another bid item.

**END OF DIVISION 4**

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## DIVISION 5

### SURFACE TREATMENTS AND PAVEMENTS

#### 5-04 HOT MIX ASPHALT

##### 5-04.3 Construction Requirements

##### 5-4.3(3) Hot Mix Asphalt Pavers

##### 5-04.3(3)A Material Transfer Device/Vehicle (January 16, 2014 APWA GSP)

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required at the following locations \*\*\* Project Limits \*\*\*.

##### 5-04.3(7) Preparation of Aggregates

##### 5-04.3(7A) Mix Design

##### 5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Delete this section and replace it with the following:

(January 16, 2014 APWA GSP)

##### 5-04.3(7)A2 Nonstatistical Evaluation

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within one year of the approval date
- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

**5-04.3(8) Mixing**

**5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture**

**5-04.3(8)A1 General**

*(January 16, 2014 APWA GSP)*

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

**5-04.3(8)A4 Definition of Sampling Lot and Sublot**

*(January 16, 2014 APWA GSP)*

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- i. If test results are found to be within specification requirements, additional testing will be at the engineer's discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.



**5-04.3(8)A5 Test Results**  
(January 16, 2014 APWA GSP)

The first paragraph of this section is deleted.

**5-04.3(8)A6 Test Methods**  
(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

**END OF DIVISION 5**

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**DIVISION 6**  
**STRUCTURES**

**6-01 GENERAL REQUIREMENTS FOR STRUCTURES**

**6-01.2 Foundation Data**

Section 6-01.2 is supplemented with the following:

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

The Contractor should review the geotechnical recommendations report prepared for this project. Copies of the geotechnical recommendations report are available for review by prospective bidders at the location specified in Section 1-02.4 as supplemented in these Special Provisions.

**6-02 CONCRETE STRUCTURES**

**6-02.3 Construction Requirements**

**6-02.3(25) Prestressed Concrete Girders**

Change the third paragraph to read as follows:

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

The Contracting Agency does not intend to perform a Quality Assurance Inspection.

Add the following to the various types of girders:

Hollow Core Slabs – Refers to precast, prestressed hollow core slabs that are machine extruded, with continuous open cores, in a casting yard under closely controlled mixing, placing, and curing conditions. The slabs shall be furnished in nominal 4-foot widths, and sawn to lengths and skews as shown on the Drawings. Hollow core slab soffits shall have a smooth steel-formed finish.

**6-02.4 Measurement**

Supplement Section 6-02.4 with the following:

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

“Precast Prestressed Slab (8 In. Hollowcore Slab)” will be measured by the square foot.

**6-02.5 Payment**

Supplement section 6-02.5 with the following:

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

“Precast Prestressed Slab (8 In. Hollowcore Slab)”, per square foot.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- Reinforcement, prestressing steel, and all other material contained within the slabs.
- Furnishing, transporting, and placing slabs.
- Grouting keyways and installing poured joint filler.
- Furnishing and installing neoprene bearing strips.

## **6-05 PILING**

### **6-05.3 Construction Requirements**

#### **6-05.3(5) Manufacture of Steel Piles**

*(March 3, 2014 Bridge GSP)*

Section 6-05.3(5) is supplemented with the following:

Each length of steel pipe pile shall be marked with paint stencil, no closer than six inches to the end of the pipe, with the name of the manufacturer, material specification and grade of pipe, steel heat number, nominal pipe diameter, and wall thickness.

Section 6-05.3(5) is supplemented with the following:

*(August 3, 2015 WSDOT GSP Option 1)*

#### **Furnishing St. Piling**

Welding for steel pipe piling shall conform to AWS D1.1/D1.1M, latest edition, Structural Welding Code, and Section 6-03.3(25), except that all weld filler metal shall be low hydrogen material selected from Table 4.1 in AASHTO/AWS D1.5M/D1.5:2010 Bridge Welding Code.

Welding and joint geometry for the seam, whether it be longitudinal or helical, shall be qualified in accordance with Clause 4, Qualification, of the AWS D1.1/D1.1M, latest edition, Structural Welding Code. In addition, charpy V-notch (CVN) testing in accordance with Clause 4, Part D, of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, shall be performed. CVN testing shall include five tests at 0°F. The acceptance threshold for the five samples shall meet an average value of 20-foot-pounds CVN for the set of test coupons and a minimum value of 15-foot-pounds CVN for any individual test coupon. The Contractor may submit documentation of prior qualification to the Engineer to satisfy this requirement.

Dimensional tolerances shall conform to the material specification that the steel pipe piling is manufactured under, and, at a minimum, the following requirements:

1. Out-of-roundness shall be within 1-percent of the nominal outside diameter.
2. Deviation from a straight line, parallel to the centerline of the pile, shall not exceed 0.001 times the length of the pile.
3. The maximum radial offset of the strip/plate edges shall be 1/8-inch. The offset shall be transitioned with a taper weld and the slope shall not be less than a 1 in 2.5 taper.

4. The bead height of weld reinforcement shall not exceed 3/16-inch.
5. Misalignment of weld beads for double-sided welded pipe shall not exceed 1/8-inch.
6. The wall thickness shall not be less than 95-percent or greater than 110-percent of the specified nominal thickness.

All seams and skelp splices shall be complete penetration welds. Skelp splices in spiral welded (helical seam) pipe shall not be located within 12 inches of a girth shop or field weld.

All skelp splices shall be 100 percent radiographically or ultrasonically inspected in accordance with either API 5L Annex E Section E.4 or E.5, or Table 6.2 and Clause 6 Part E, F or G in AWS D1.1/D1.1M, latest edition, Structural Welding Code. Additionally, 10-percent of the total length of seam welds for both longitudinal and helical welded pipe, and one pipe diameter length of seam centered on any skelp splice intersection, shall be randomly inspected as specified above. If repairs are required in more than 10-percent of the welds examined, additional inspection shall be performed. The additional inspection shall be made on both sides of the repair for a length equal to 10-percent of the length of the pipe outside circumference. If repairs are required in more than 10-percent of welds examined in the second sample, 100-percent of the entire seam on the pile shall be inspected.

All seams and splices shall be 100 percent visually inspected in accordance with the acceptance criteria for statically loaded non-tubular connections in Table 6.1 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code. Repairs shall conform to Section 5.26 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, using approved repair and weld procedures.

Each length of steel pipe pile shall be marked with paint stencil, no closer than six inches to the end of the pipe, with the name of the manufacturer, material specification and grade of pipe, steel heat number, nominal pipe diameter, and wall thickness.

## **6-06 BRIDGE RAILINGS**

### **6-06.1 Description**

Section 6-06.1 is supplemented with the following:

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

This work shall also consist of fabrication and construction of pedestrian railing on both sides of the elevated structure as shown on the Plans and these Specifications.

### **6-06.2 Materials**

Section 6-06.2 is supplemented with the following:

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

Material for the "Pedestrian Railing" shall be galvanized steel in accordance with the standard plan referenced in the Plans, Standard Specifications, and in the appendices of these Specifications.

Attachment materials shall be per details shown on the structural plan sheets.

### **6-06.3 Construction Requirements**

Section 6-06.3 is supplemented with the following:

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

No railing shall be erected until the surface to which it is to be attached is completed.

Slip joints shall be as shown on the standard plan in the appendices. Railing installed without slip joints will be rejected and the Contractor shall install new railing at its own expense.

### **6-06.4 Measurement**

Section 6-06.4 is supplemented with the following:

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

“Pedestrian Railing” will be measured by the linear foot along the line and slope at the base of the completed railings.

### **6-06.5 Payment**

Section 6-06.5 is supplemented with the following:

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

“Pedestrian Railing”, per linear foot.

The unit contact price for “Pedestrian Railing” per linear foot shall be full pay for furnishing all labor, tools, equipment, and materials required, including but not limited to, railing, welding, fittings, grout, steel sleeve, concrete, slip joints, attachment to the elevated structure, and cleanup.

**END OF DIVISION 6**

## DIVISION 8

### MISCELLANEOUS CONSTRUCTION

#### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

##### 8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

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

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days, shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw, plastic sheet). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than one foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Owner.

##### 8-01.5 Payment

Section 8-01.5 is supplemented with the following:

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

“Erosion/Water Pollution Control”, lump sum.

The lump sum bid price for “Erosion/Water Pollution Control” shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation of erosion and sediment control facilities including, but not limited to, the following:

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Inlet protection of the storm drain system.

3. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
4. Compliance with all requirements of the NPDES Permit for the duration of the project including all required documentation and reporting.

## **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL**

### **8-20.1 Description**

Section 8-20.1 is supplemented with the following:

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

Work consists of installing a complete illumination system on the east/north side of Marine Drive. This work includes new conduit; j-boxes; foundations; luminaires with slip bases; LED fixtures; and boardwalk rail lighting..

The work will also include installation and connection to two new power sources and installation of new service cabinets as shown in the contract plans. The Contractor will work with Snohomish County PUD for connections to existing transformers fed from the overhead feed on the opposite side of the roadway. Contractor will perform all work elements and provide materials not performed by Snohomish County PUD.

### **8-20.1(1) Regulations and Code**

Section 8-20.1(1) is supplemented with the following:

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

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), FHWA IP-78-16, the Radio Manufacturers Association, the American Society for Testing and Materials (ASTM), the American Association of State Highway and Transportation Officials (AASHTO), the American National Standards Institute (ANSI), the National Electrical Safety Code (NESC), the International Municipal Signal Association (IMSA), whichever is applicable, and to other codes listed herein.

Where applicable, materials shall conform to the latest requirements of the Washington State Department of Labor and Industries and Snohomish County P.U.D.

### **Electrical Inspection**

The Department of Labor and Industries' Electrical Inspector shall inspect and approve the electrical portions of the project. Before work begins, the Contractor shall contact the Department of Labor and Industries Electrical Inspector at (425) 290-1310 to coordinate a schedule of electrical inspection. Work shall be done in accordance with WAC 296-46B-010. This project shall conform to the current adopted version of the NEC. When electrical inspection of work is required, the Contractor shall notify the Electrical Inspector at least 2 days in advance. The Electrical Inspector's inspection and approval of all electrical work is required before final acceptance of the project.



## **8-20.1(2) Industry Codes and Standards**

Section 8-20.1(2) is supplemented with the following:

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

International Municipal Signal Association (IMSA), Post Office Box 53911115 North Main Street, Newark, NJ 14513.

National Electrical Safety Code (NESC), Secretary NESC, NESC Committee, IEEE Post Office Box 1331445 Hoes Lane, Piscataway, NJ 08855-1331.

## **8-20.2 Materials**

Section 8-20.2 is supplemented with the following:

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

All materials for the project shall be furnished by the Contractor.

Bedding material shall consist of sand.

## **8-20.2(1) Equipment List and Drawings**

Section 8-20.2(1) is supplemented with the following:

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

Manufacturer's data for materials proposed for use in the Contract that require approval shall be submitted in one complete package.

## **8-20.3 Construction Requirements**

### **8-20.3(2) Excavating and Backfilling**

Section 8-20.3(2) is supplemented with the following:

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

The Contractor shall supply all trench necessary for the complete and proper installation of the illumination systems. Trenching shall conform to the following:

In paved areas, edges of the trench shall be saw cut the full depth of the pavement and saw cuts shall be parallel. All trenches for placement of conduit shall be as straight as practical to provide a minimum of pavement disturbance. The existing pavement shall be removed in an approved manner. The trench bottom shall be graded to provide a uniform grade.

All trenches shall provide a minimum 36-inch cover.

In travelled ways, bedding material shall be placed 3 inches beneath, and 3 inches over the conduits. Control density fill shall be placed and vibrated in place. The roadway shall be restored with crushed surfacing top course and asphalt concrete pavement to match the existing adjacent pavement section. The asphalt concrete surface cuts shall be given a tack coat of asphalt emulsion (CSS-1) or approved equal immediately before resurfacing, applied to the entire edge and full depth of the pavement cut. Immediately after compacting the new asphalt surface to conform to the adjacent paved surface, all joints between new and original

pavement shall be painted with asphalt emulsion (CSS-1), or approved equal, and covered with dry paving sand before the asphalt emulsion solidifies. See details on the Plans.

In untraveled ways, trenches shall be backfilled with bedding material as specified for trenches under the roadway, with the remaining depth of trench backfilled with compacted crushed surfacing top course. Trenches shall be restored with native material removed for the trench. See details on the Plans.

Backfill shall be carefully placed so that the backfilling operation will not disturb the conduit in any way. The backfill shall be thoroughly mechanically tamped in 8-inch layers with each layer compacted to 95 percent of maximum density in traveled ways, and 90 percent of maximum density elsewhere at optimum soil moisture content.

All conduits across Marine Drive shall be installed by directional bore per Section 8-20.3(5) of the Standard Specifications.

### **8-20.3(4) Foundations**

Section 8-20.3(4) is supplemented with the following:

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

Luminaire pole foundations shall be Type "B" per WSDOT Standard Plan J-28.30-03, with base type per Plan-, except as modified per notes and details on the Plans. Foundations shall be constructed in a single pour.

#### **Drilled Shafts For Pole Foundations**

This Special Provision covers the operations required to drill shafts for pole foundations, removal of all soil and rock materials encountered, disposal of all excavated materials, furnishing and placement of casing (if required), removal and disposal of any obstructions encountered, furnish and place steel reinforcement cages and concrete, and the work necessary to complete the drilled shaft construction, in accordance with these Special Provisions and as specified on the Plans.

#### **Materials**

##### **Concrete**

Concrete shall meet all requirements for Concrete Class 4000 as specified in Section 6-02, with the following exceptions:

1. The slump of the concrete shall be between 5 inches to 7 inches when tested in accordance with WSDOT Test Method No. 804 at the jobsite.
2. The Contractor may use a water-reducing admixture in accordance with Section 6-02.3(3), the manufacturer's written recommendations, and as directed by the Engineer in order to attain a slump of 5 inches to 7 inches.

##### **Reinforcing Steel**

All reinforcing steel shall meet the requirements of Section 9-07 and in accordance with the Plans.

## **Casing**

1. The casing shall be of steel and of ample strength to withstand handling stresses and the external pressure of the casing soil and/or water.
2. The casing shall be watertight, smooth, and clean.
3. The inside diameter of the casing shall provide as a minimum the specified diameter of the shaft. No extra compensation will be allowed for concrete required to fill an oversized casing or an oversized excavation.

## **Construction Sequence**

All excavation for the foundations in which the drilled shafts are to be constructed shall be completed before shaft construction begins. After shaft construction is completed, all loose or displaced materials shall be removed from around the shafts, leaving a clean solid surface to receive the footing concrete.

## **Shaft Excavation**

1. Shafts shall be excavated to the required depth. The excavation shall be completed in a continuous operation using equipment capable of excavating through the type of material expected to be encountered. The concrete shall be placed immediately after the completion of shaft excavation and cleanout without any undue delay.
2. If the shaft excavation is stopped with the approval of the Engineer, the shaft shall be secured by the installation of a safety cover. It shall be the Contractor's responsibility to ensure the safety of the shaft and the surrounding soil and the stability of the sidewalls. A temporary casing should be used if necessary to ensure such safety and stability.
3. Where casing conditions are encountered, due to soft soils or water intrusion, no further excavation will be allowed until the Contractor selects a method to prevent ground movement. The Contractor may elect to place a temporary casing or use other methods approved by the Engineer.
4. The Contractor shall use appropriate means such as a clean-out bucket, to clean the bottom of the excavation such that a minimum of 50 percent of the base of each shaft will have less than 1 inch of sediment at the time of placement of the concrete. The maximum depth of sediment or any debris at any place on the base of the shaft shall not exceed 2 inches.
5. When unexpected obstructions, which require specialized equipment and/or labor are encountered, the Contractor shall notify the Engineer promptly and the obstructions shall be removed and the excavation continued as directed by the Engineer.

### **Excavation Inspection**

1. The Contractor shall provide equipment for checking the dimensions and alignment of each permanent shaft excavation. The dimensions and alignment shall be determined by the Contractor under the direction of the Engineer.
2. Final shaft depths shall be measured with a suitable weighted tape or other approved methods after final clean-out.
3. Shaft cleanliness will be determined by the Engineer, by visual inspection.
4. The excavated shaft shall be approved by the Engineer prior to placing any steel or concrete into the shaft.

### **Reinforcing Steel Cage Construction and Placement**

1. The reinforcing steel cage consisting of longitudinal bars, ties, cage stiffener bars, spacers, centralizers, and other necessary appurtenance shall be completely assembled and placed as a unit immediately after the shaft excavation is inspected and accepted prior to concrete placement. The reinforcing cage shall be rigidly braced to retain its configuration during handling and when lowered into the shaft, during placement of concrete and extraction of the casing from the shaft. No loose bars will be permitted. The reinforcing steel fabricator shall include bracing and any extra reinforcing steel required to fabricate the cage in the shop drawings.
2. If the bottom of the constructed shaft elevation is lower than the bottom of the shaft elevation in the Plans, a minimum of 1/2 of the longitudinal bars required in the upper portion of the shaft shall be extended the additional length. Tie bars shall be continued for the extra depth, spaced on 2-foot centers, and the stiffener bars shall be extended to the final depth. These bars may be lap spliced, or unspliced bars of the proper length may be used. Welding to the planned reinforcing steel will not be permitted unless specifically shown in either the Plans or Special Provisions.
3. The reinforcing steel in the shaft shall be tied and supported so that the reinforcing steel will remain within allowable tolerances given in this Specification. Concrete spacers or other approved noncorrosive spacing devices shall be used at sufficient intervals (near the bottom and at intervals not exceeding 5 feet up the shaft) to ensure concentric spacing for the entire cage length. Spacers shall be constructed of approved material equal in quality and durability to the concrete specified for the shaft.
4. The elevation of the top of the steel cage shall be checked before and after the concrete is placed. If the rebar cage is not maintained within the specified tolerances, corrections shall be made by the Contractor as directed by the Engineer. No additional shafts shall be constructed until the Contractor has modified his rebar cage support in a manner satisfactory to the Engineer.

### **Concrete Placement**

Concrete placement shall commence within 2 hours after completion of the excavation and shall be placed in one continuous operation to the top of the shaft. Concrete shall be placed through a tremie. The tremie used shall consist of a tube of one-piece construction. Concrete shall be placed through a hopper at the top of the tube so that the concrete is deposited through the center of the reinforcing steel to prevent segregation of the aggregates and splashing of concrete on the reinforcement cage. The Contractor's proposed method for depositing concrete shall have approval of the Engineer prior to concrete placement. The concrete on the top 5 feet of the shaft shall be vibrated.

### **Casing Removal**

During casing removal, a minimum 5-foot head of concrete must be maintained to balance the soil and water pressure at the bottom of the casing. This casing shall be well coated with form oil prior to concrete placement.

### **Construction Tolerances**

1. The centerline of the drilled shaft shall be within 3 inches of Plan position in the horizontal plane, at the Plan elevation for the top of the shaft.
2. The vertical alignment of the shaft excavation shall not vary from the Plan alignment by more than 1/4 inch per foot of depth.
3. After all the concrete is placed, the top of the reinforcing steel cage shall be no more than 1/2 inch above and no more than 1/2 inch below the Plan position.
4. The minimum diameter of the drilled shaft shall be 1 inch less than the specified shaft diameter.
5. The top elevation of the shaft shall have a tolerance of  $\pm 1/2$  inch from the Plan top of shaft elevation.
6. Excavation equipment and methods shall be designed so that the completed shaft excavation will have a flat bottom. The cutting edges of excavation equipment shall be normal to the vertical axis of the equipment within a tolerance of  $\pm 3/8$  inch per 12 inches of diameter.

Drilled shaft excavations constructed in such a manner that the concrete shaft cannot be completed within the required tolerances are unacceptable. When approved, corrections may be made to an unacceptable drilled shaft excavation by any approved combination of the following methods:

1. Overdrill the shaft excavation to a larger diameter to permit accurate placement of the reinforcing steel cage with the required minimum concrete cover.
2. Increase the number and/or size of the steel reinforcement bars.

The approval of the correction procedures is dependent on analysis of the effect of the degree of misalignment and improper positioning. Correction methods may

be approved as design analysis indicate. Redesign drawings and computations prepared by the Contractor's Engineer shall be signed by a Professional Engineer licensed in the State of Washington. Materials and work necessary, including engineering analysis and redesign, to effect corrections for out-of-tolerance drilled shaft excavations shall be furnished at no cost.

### **Submittals**

1. Before placing the reinforcing steel, the Contractor shall submit shop drawings to the Engineer as specified in Section 1-05.3 for the reinforcing cage.
2. Work shall not proceed until the appropriate submittals have been approved in writing by the Engineer.

### **8-20.3(5) Conduit**

Section 8-20.3(5) is supplemented with the following:

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

All conduits shall be Schedule 80 PVC, unless otherwise specified in the Plans.

All PVC conduits shall contain #8 bonded ground wire.

Where PVC conduit is installed:

1. 18-inch-radius elbows shall be used for conduit of 2-inch nominal diameter or less.
2. Standard sweep elbows shall be used for conduit with greater than 2-inch nominal diameter unless otherwise specified in the Plans.
3. Joints shall be connected with medium-grade gray cement solvent applied per the manufacturer's recommendations.
4. In conduit less than 2-inch-nominal diameter, pull ropes for wire installation shall be not less than 1/4-inch diameter. In conduit of 2-inch-nominal diameter or larger, pull ropes for wire installation shall be not less than 1/2-inch diameter.

Galvanized rigid steel conduit shall be used for the following:

1. All conduits placed aboveground.
2. All conduits placed between the service point and the service cabinet.
3. Where specified on the Plans.

Where rigid galvanized steel conduit is installed:

1. Insulated grounding end bushings shall have standard threading, extending around the entire circumference of the bushing.

Conduit stub-outs within cabinet foundations shall be placed so that they do not interfere with cabinet installation. Modification of the cabinet to accommodate stub-out placement is not allowed.

All conduits, including spare conduits, shall be installed with bushings. Rigid galvanized steel conduit shall be installed with insulated grounding bushings. PVC conduit shall be installed with molded one-piece end bell bushings.

All conduits, including spare conduits, shall be installed with plugs, which shall not be removed until installation of conductors or pull string. Upon installation of wiring, conduit shall be sealed with duct seal. Upon installation of the pull string, spare conduit shall be plugged.

### **8-20.3(6) Junction Boxes, Cable Vaults, and Pull Boxes**

Section 8-20.3(6) is supplemented with the following:

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

Junction boxes shall be installed so that the top of the box is even with the adjacent ground.

No junction box shall be located within the traveled way or driveway areas.

Junction box lids shall have grounding lugs and be mechanically and electrically bonded.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to or installed in their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for final adjustment.

Adjustments involving raising or lowering the junction boxes shall require conduit modification if the resultant clearance between top of conduit and the junction box lid becomes less than 6 inches or more than 8 inches in accordance with Standard Plan J-40.10-03. Wiring shall be replaced if sufficient slack is not maintained.

All voids resulting from the adjustment shall be backfilled and compacted in accordance with Section 2-09.3(1)E.

### **8-20.3(8) Wiring**

Section 8-20.3(8) is revised as follows:

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

The third paragraph is deleted and replaced with the following:

All splices in underground illumination circuits shall be installed in junction boxes. Each individual conductor shall then have an approved waterproof heat-shrink tube installed, which completely covers the compression connector and extends a minimum of 1/2 inch beyond each end of the compression connector. All conductor connections shall be offset from adjacent connections by a minimum of 1 inch. A final approved waterproof heat shrink tube shall then be installed over the pair of splices in each circuit.

The second sentence of the seventh paragraph is revised to read as follows:

Splice insulation shall be heat shrink.

Section 8-20.3(8) is supplemented with the following:

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

At each junction box, all illumination wires shall be labeled with a PVC marking sleeve bearing the circuit number.

All wiring in conduit shall be installed with an approved lubricant.

All splices shall be made in the presence of the Engineer.

### **8-20.3(9) Bonding, Grounding**

Section 8-20.3(9) is supplemented with the following:

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

All appurtenances containing electrical conductors (junction boxes, luminaires, light standards, cabinets, metallic conduit, non-metallic conduit, etc.) shall be made mechanically and electrically secure to form a continuous system, which shall be effectively grounded.

All conduits, which are not galvanized steel, shall have bonding wires between junction boxes.

Junction box lids and frames shall be grounded in accordance with Department of Labor and Industries standards.

In addition to the conductors called for in the Contract, all conduit shall be installed with an equipment-grounding conductor sized per NEC 250-122 (No. 8 minimum).

Supplemental grounding shall be provided at light and signal standards. Foundations for these standards shall be installed with a bare No. 6 copper wire that is connected to the reinforcing cage with an approved acorn clamp or cadweld and routed to connect to the pole at the grounding lug.

### **8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS) Cabinets**

Section 8-20.3(10) is supplemented with the following:

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

The locations for the new services for the illumination systems are shown on the Plans.

The Contractor shall obtain 120/240 volt, 60 HZ, AC electrical services approved by Snohomish County PUD No. 1 as shown in the Plans for the illumination systems:

The service addresses are:

6121 Marine Drive, Marysville, WA 98271

4902 Marine Drive, Marysville, WA 98271



The Contractor shall provide the conduit and conductors in accordance with the NEC from the electrical pedestal, as shown on the Plans, to inside the service panel with sufficient conductor length to make the necessary connections conforming to the details shown.

Wires used as extensions of existing circuits shall have the same NEC rating as the existing wires.

Conductors used for power or illumination shall meet the following requirements:

1. Use single conductors, Class B stranded, annealed copper per ASTM B3, IPCBA-NEMA S-19-81, as currently amended.
2. Cross-linked polyethylene insulation jacket per U.L. Standard 854 for type USE and U.I. Standard 44 for type RHH-RHW.
3. Ampacity rating shall conform to current NEC requirements.

### **Service Connection Fees**

The Contractor shall be responsible for making the necessary arrangements and payment of connection fees to the serving utility (Snohomish County Public Utility District No. 1, Customer Engineer, 2320 California Ave, Everett, WA) to complete the service connection(s), and shall coordinate with the serving utility on exact locations. The serving utility will make the final connection between the electrical service and the power source by extending the conduit and using the conductors provided under this Contract as shown on the Plans.

An "Application For Utility Service" for each intersection will be mailed by the Contractor to the Snohomish County PUD No. 1 as the first order of work.

~~The Contractor shall furnish and install the conduit and conductors in accordance with the NEC from the electrical pedestal at the base of the existing PUD pole, as shown on the Plans, to inside the service panel with sufficient conductor length to make the necessary connections conforming to the details shown. The Contractor shall contact Snohomish County PUD prior to installation to obtain specific material requirements and installation procedures. Snohomish County PUD will make the final connection(s) between the electrical service and the power source by extending the conduit and using the conductors provided under this Contract as shown on the Plans.~~

~~Conductors used for power or illumination shall meet the following requirements:~~

- ~~1. Use single conductors, Class B stranded, annealed copper per ASTM B3, IPCBA-NEMA S-19-81, as currently amended.~~
- ~~2. Cross linked polyethylene insulation jacket per U.L. Standard 854 for type USE and U.I. Standard 44 for type RHH-RHW.~~
- ~~3. Ampacity rating shall conform to current NEC requirements.~~

### **Service Connection Fees**

~~The Contractor shall be responsible for making the necessary arrangements and payment of connection fees to the serving utility (Snohomish County Public Utility District No. 1, Customer Engineer, 2320 California Avenue, Everett, WA) to complete the service connection(s), and shall coordinate with the serving utility on exact locations.~~

~~An "Application for Utility Service" for each intersection will be mailed by the Contractor to the Snohomish County PUD No. 1 as the first order of work.~~

Add the following new section:

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

### **8-20.3(13)F Boardwalk Lighting**

**New Section**

KLIK Systems LEDPOD 50 lights shall be installed in a boardwalk gripping rail per manufacturer's installation instructions.

Lights shall be spaced at ~~248~~-foot intervals along each side of the boardwalk with the optic aiming towards the centerline of the boardwalk.

Boardwalk lighting system shall also include materials and installation of IP rated driver control boxes and voltage converter as per manufacturer's installation instructions and connected to power the LEDPOD 50 boardwalk lights. ~~two Dimming WASP Indoor/Outdoor Occupancy Sensors (one at each end of boardwalk), installed per manufacturer's installation instructions and connected to the boardwalk lighting system.~~

### **8-20.3(17) "As-Built" Plans**

Section 8-20.3(17) is supplemented with the following:

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

Upon completion of the Project, the Contractor shall furnish an "as-built" drawing showing all pole locations, junction boxes, miscellaneous equipment, conductors, and field wires up to the service cabinet, with a special symbol identifying those items that have been changed from the original Contract Drawings.

The "as-built" plans shall also indicate the horizontal and vertical location of all existing underground utilities encountered during construction of the project.

### **8-20.4 Measurement**

Section 8-20.4 is supplemented with the following:

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

Measurement for the illumination system will be measured by the lump sum.

### **8-20.5 Payment**

Section 8-20.5 is supplemented with the following:

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

Payment will be made under the following:

“Illumination System, Complete”, per lump sum.

The lump sum bid price in the Proposal will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to install a completely functional illumination system on Marine Drive. The lump sum price shall include, but not be limited to, trench and backfill with crushed surfacing, temporary patching if necessary, conduit and wire, junction boxes, foundations, poles, luminaires, boardwalk lighting system, service cabinets, connecting to power sources, and all other items for construction of the illumination system unless such items are specifically paid for under another pay item.

**END OF DIVISION 8**



## DIVISION 9

### MATERIALS

#### 9-29 ILLUMINATION, SIGNAL, ELECTRICAL

##### 9-29.1 Conduit, Innerduct, and Outerduct

Section 9-29.1 is supplemented with the following:

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

Conduit fittings for steel conduit shall be coated with galvanizing repair paint in the same manner as conduit couplings. Electroplated fittings are not allowed.

Steel conduit entering concrete shall be wrapped in 2-inch-wide pipe wrap tape with a minimum 1-inch overlap for 12 inches on each side of the concrete face. Pipe wrap tape shall be installed per the manufacturer's recommendations.

##### 9-29.1(2) Rigid Metal Conduit Fittings and Appurtenances

Section 9-29.1(2) is revised as follows:

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

Delete "electroplated" from the first sentence.

Paragraph one is supplemented with the following:

Galvanizing repair paint requirements for conduit couplings shall also apply to end bushings.

Add the following after the fifth paragraph:

##### **Conduit Coatings**

GRS Conduit fittings shall be coated with galvanizing repair paint in the same manner as conduit couplings. Electroplated fittings are not allowed.

Conduit entering concrete shall be wrapped in 2-inch-wide pipe wrap tape with a minimum 1-inch overlap for 12 inches on each side of the concrete face. The tape shall have a synthetic rubber adhesive with a fungus inhibitor.

##### **Surface Mounting Conduit Attachment Components**

Conduit clamp shall be hot-dip, galvanized steel or stainless steel, and shall be one piece, two bolt units with locking nuts. The clamps shall be attached to the unistrut on both sides of the conduit with bolts and associated hardware. The minimum distance between adjacent clamps and between the clamp and the end of the unistrut shall be 1 inch.

##### **Conduit Expansion and/or Deflection Fitting**

Expansion fittings, deflection fittings, and expansion/deflection fittings embedded in concrete shall be PVC coated.

## 9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

Section 9-29.2 is supplemented with the following:

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

Junction boxes, Type 1 and 2, shall be locking lid units conforming to WSDOT Standard Plan J-40.10-03. Junction boxes Type 4 and 5, shall be heavy-duty units conforming to WSDOT Standard Plan J-40.20-02.

All lids and frames shall be hot-dip galvanized.

### 9-29.2(1) Standard Duty and Heavy-Duty Junction Boxes

Section 9-29.2(1) is supplemented with the following:

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

All junction box lids and frames shall be galvanized. Grounding lugs shall be stainless steel and shall be mechanically and electrically bonded.

## 9-29.6 Light and Signal Standards

### 9-29.6(1) Steel Light and Signal Standards

Replace Section 9-29.6(1)A with the following new section:

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

#### 9-29.6(1)A Decorative Light Standards

**New Section**

Light poles for the illumination systems shall ~~be concrete manufactured by Centrecon~~ with have the following specifications:

1. Poles: shall be 29'6" in height, 11 gauge, 8 sided cross section with base flat to flat measurement nominal not to exceed 9" with finish of hot dip galvanized and paint finish per WSDOT standards. Pole to be provided with WSDOT 3 bolt slip base and appropriate hardware and anchor bolts.

~~1. Poles: Medium, octagonal, concrete, Type MBO-9 (Medium—Base Plate—Octagonal), pole height 29 feet-6 inches.~~

2. Pole Finish: No. 113 (Medium, exposed, grey)

~~2.~~

~~3. Luminaire arm: shall be steel 11 gauge ovalized cross section of 6' span. Luminaire Arm: Type AE with an arm length of 6 feet.~~

3. 9-

## **9-29.10 Luminaires**

Section 9-29.10 is supplemented with the following:

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

Luminaires shall be LED units as manufactured by LEOTEK, model identification EC4-14M-MV-NW-2-GY-700.

Add the following new section:

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

### **9-29.10(6) Boardwalk Lighting**

**New Section**

KLIK Systems LEDPOD 50 lights shall have asymmetrical beam angle optic, with 111 system lumens and a 4000K color temperature. Lights shall fit a 1.5-inch-diameter gripping rail.

LEDPOD 50 lighting system shall include the materials and installation of wire, connectors, IP rated driver control boxes and voltage converter.

~~Boardwalk lighting system shall also include two Dimming WASP Indoor/Outdoor Occupancy Sensors (one at each end of boardwalk), model WSP-SM-24V-LWO-D-GY.~~

## **9-29.12 Electrical Splice Materials**

Section 9-29.12 is supplemented with the following:

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

All below-ground splices in the illumination system shall utilize epoxy resin cast type insulation employing clear rigid plastic molds.

## **9-29.24 Service Cabinets**

Section 9-29.24 is supplemented with the following:

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

Service cabinets shall meet the requirements of Section 9-29.24 of the Standard Specifications.

Service cabinets shall be pad mounted per the Plans.

Service cabinets and components shall be as specified for a Type D unit per the Plans.

The units shall employ a meter base for a meter per Snohomish County PUD requirements. The Contractor shall contact the Snohomish County PUD prior to manufacturing to ascertain all requirements of the PUD. Any cabinet modifications necessary to meet their requirements shall be made and paid for by the Contractor.

**END OF DIVISION 9**

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