The Tulalip Tribes of Washington



The Consolidated Borough of Quil Ceda Village

Silver Village Pavement Preservation and Pedestrian Access Improvements

Contract Documents

Bid Solicitation No. 2016-227

ADDENDUM NO. 2 – July 1, 2016 to Request for Bid Proposals

The Tulalip Tribes of Washington

ADDENDUM NO. 2 – July 1, 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 27th Avenue NE, Tulalip, WA 98271-9694 for the following Project:

BID SOLICITATION NUMBER 2016-227

Silver Village Pavement Preservation and Pedestrian Access Improvements

until Tuesday, July 5, 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.

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 14, 2016 hereby become a part of the Bid Documents.
- 2. Notify all Subcontractors affected by this Addendum.
- 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, <u>Bidder shall acknowledge receipt of this Addendum on the Request for Bid</u> Proposal form.

Bid Proposal Form

 The Bid Proposal Form is replaced in its entirety. The Bid schedules have been changed to add Bid Item 54 Storm Drainage Improvements.

Contract Form

 The Contract Form is replaced in its entirety. The Bid schedules have been changed to add Bid Item 54 Storm Drainage Improvements

Specifications

 The Specifications are replaced in their entirety. The following item is added to Division 8: (*****)

Storm Drainage Improvements

ATTACHMENTS

- 1. Bid Proposal Form
- 2. Contract Form
- 3. Specifications

END OF ADDENDUM NO. 2

BID PROPOSAL FORM Date of Bid: Silver Village Pavement Preservation Project Name: and Pedestrian Access Improvements Reuben Shelton Drive, Steve Williams Drive, Verle Hatch Drive, Location of Project: Gus Smith Drive, Ernie Cladoosby Jr. Drive, and Ellison James Road Tulalip, WA 98271 COMPANY NAME OF BIDDER: **CERTIFIED NATIVE AMERICAN OWNED BUSINESS:** YES ______ If Yes, Percentage (%) of Indian Ownership: _____ NO _____ Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer and the Tulalip Tribes of Washington for the abovereferenced Project, and the following Addenda: ADDENDA ACKNOWLEDGED (Enter Addenda Number and Date of Addenda below): 1. ______ 2. _____

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

BASE BID FOR PACKAGE # 2016-227 -

Silver Village Pavement Preservation and Pedestrian Access Improvements

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

Bid Schedule

| | SCHEDULE A: IRR ROUTE 1090 SECTION 810 ELLISON JAMES ROAD | | | | | | | |
|-----------|---|------|-----|---------------|----------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| | PREPARATION | | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.4 | | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 88 | | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 80 | | | | | |

| | SCHEDULE A: IRR ROUTE 1090 SECTION 810 ELLISON JAMES ROAD | | | | | | |
|-----------|---|------|-------|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 2.0 | | | | |
| 6 | Remove Existing Culvert | LF | 158 | | | | |
| | GRADING | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 281 | | | | |
| 8 | Select Borrow Incl. Haul | CY | 100 | | | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 2 | | | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 54 | | | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 2.0 | | | | |
| 12 | Catch Basin Type 1 | EACH | 9.0 | | | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 1.0 | | | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | L.F. | 405 | | | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 132 | | | | |
| 16 | Testing Storm Sewer Pipe | LF | 540 | | | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 42 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 284 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 324 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 1,335 | | | | |
| 22 | Longitudinal Joint Seal | LF | 230 | | | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,250.00 | \$1,250.00 | | |
| 25 | Topsoil Type A | CY | 47 | | | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 425.0 | | | | |
| 30 | Mulch | SY | 425.0 | | | | |
| | TRAFFIC | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 633 | | | | |
| 32 | Paint Line | LF | 210 | | | | |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 34 | Permanent Signing | LS | 1.0 | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | |

| | SCHEDULE A: IRR ROUTE 1090 SECTION 810 ELLISON JAMES ROAD | | | | | | |
|-----------|---|------|-----|---------------|-------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| | OTHER ITEMS | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 411 | | | | |
| 37 | Cement Conc. Sidewalk | SY | 172 | | | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 2.0 | | | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | | | | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 4.0 | | | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 167 | | | | |
| 42 | Adjust Valve Box | EACH | 3.0 | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 44 | Adjust Manhole | EACH | 2.0 | | | | |
| 45 | Bench | EACH | 1.0 | | | | |
| 46 | Bus Shelter | EACH | 1.0 | | | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 1.0 | | | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 1.0 | | | | |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 50 | Pothole Existing Utilities | EST | 1.0 | \$10,000.00 | \$10,000.00 | | |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 | | |
| 52 | Chain Link Fence Type 3 | LF | 79 | | | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 5.0 | | | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$9,000.00 | \$9,000.00 | | |
| | SUBTOTAL SCHEDULE A | | | | | | |
| | TERO TAX @ 1.75% | | | | | | |
| | \$ | | | | | | |

| | SCHEDULE B: IRR ROUTE 1091 SECTION 810 RUEBEN SHELTON DRIVE | | | | | | | |
|-----------|---|------|-----|---------------|----------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| | PREPARATION | | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.3 | | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 784 | | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| | GRADING | | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 300 | | | | | |

| | SCHEDULE B: IRR ROUTE 1091 SECTION 810 RUEBEN SHELTON DRIVE | | | | | | |
|-----------|---|------|-------|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | L.F. | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 716 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 869 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 1,276 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 3,334 | | | | |
| 22 | Longitudinal Joint Seal | LF | 604 | | | | |
| 23 | Crack Sealing - FA | EST. | 1.0 | \$2,400.00 | \$2,400.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,250.00 | \$1,250.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 466 | | | | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |
| | TRAFFIC | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 33 | Painted Stop Line | LF | 30 | | | | |
| 34 | Permanent Signing | LS | 1.0 | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | |
| | OTHER ITEMS | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |

| | SCHEDULE B: IRR ROUTE 1091 SECTION 810 RUEBEN SHELTON DRIVE | | | | | | | | |
|-----------|---|------|------|---------------|-------------|--|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 | | | | |
| 42 | Adjust Valve Box | EACH | 2.0 | | | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 44 | Adjust Manhole | EACH | 10.0 | | | | | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 49 | Speed Hump | EACH | 3.0 | | | | | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 | | | | |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 | | | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$36,000.00 | \$36,000.00 | | | | |
| | \$ | | | | | | | | |
| | \$ | | | | | | | | |
| | TOTAL SCHEDULE B | | | | | | | | |

| | SCHEDULE C: IRR ROUTE 1092 SECTION 810 VERLE HATCH DRIVE | | | | | | | |
|-----------|--|------|-----|---------|---------|--|--|--|
| ITEM # | ITEM DESCRIPTION UNIT QTY UNIT PRICE TOTAL \$ | | | | | | | |
| | PREPARATION | | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.2 | | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 438 | | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| | GRADING | | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 54 | | | | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| | DRAINAGE | | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | | |

| | SCHEDULE C: IRR ROUTE 1092 SECTION 810 VERLE HATCH DRIVE | | | | | | |
|-----------|--|------|-------|---------------|-------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 170 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 264 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 659 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 1,711 | | | | |
| 22 | Longitudinal Joint Seal | LF | 390 | | | | |
| 23 | Crack Sealing - FA | EST. | 1 | \$ 1,450.00 | \$ 1,450.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 396 | | | | |
| 27 | Inlet Protection | EA | 3 | | | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |
| | TRAFFIC | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 33 | Painted Stop Line | LF | 20 | | | | |
| 34 | Permanent Signing | LS | 1.0 | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | |
| | OTHER ITEMS | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 | | |

| | SCHEDULE C: IRR ROUTE 1092 SECTION 810 VERLE HATCH DRIVE | | | | | | | |
|-----------|--|------|---------|---------------|-------------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| 42 | Adjust Valve Box | EACH | 1.0 | | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 44 | Adjust Manhole | EACH | 2.0 | | | | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 49 | Speed Hump | EACH | 1.0 | | | | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 51 | Minor Change | EST | 1 | \$10,000.00 | \$10,000.00 | | | |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$19,000.00 | \$19,000.00 | | | |
| | SUBTOTAL SCHEDULE C | | | | | | | |
| | TERO TAX @ 1.75% | | | | | | | |
| | | | TOTAL S | CHEDULE C | \$ | | | |

| | SCHEDULE D: IRR ROUTE 1093 SECTION 810 GUS SMITH | | | | | | | |
|-----------|--|------|-----|---------------|----------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| | PREPARATION | | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.1 | | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 73 | | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| | GRADING | | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| | DRAINAGE | | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| | STORM SEWER | | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |

| | SCHEDULE D: IRR ROUTE 1093 SECTION 810 GUS SMITH | | | | | | | |
|-----------|--|------|-----|---------------|----------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| | SURFACING | | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 70 | | | | | |
| 18 | Crushed Surfacing Base Course | TON | 127 | | | | | |
| | HOT MIX ASPHALT | | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 192 | | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 21 | Roadway Pulverization and Grading | SY | 822 | | | | | |
| 22 | Longitudinal Joint Seal | LF | 210 | | | | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 | | | |
| | EROSION CONTROL | | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 | | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | | | |
| 28 | ESC LEAD | DAY | 6 | | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| | TRAFFIC | | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 34 | Permanent Signing | LS | 1.0 | | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | | |
| | OTHER ITEMS | | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 | | | |
| 42 | Adjust Valve Box | EACH | 1.0 | | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 44 | Adjust Manhole | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |

| | SCHEDULE D: IRR ROUTE 1093 SECTION 810 GUS SMITH | | | | | | | |
|-----------|--|------|---------|---------------|------------|--|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 51 | Minor Change | EST | 1 | \$5,000.00 | \$5,000.00 | | | |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 | | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$7,000.00 | \$7,000.00 | | | |
| | SUBTOTAL SCHEDULE D | | | | | | | |
| | TERO TAX @ 1.75% | | | | | | | |
| | | | TOTAL S | CHEDULE D | \$ | | | |

| | SCHEDULE E: IRR ROUTE 1094 SECTION 810 STEVE WILLIAMS DRIVE | | | | |
|-----------|---|------|-----|---------------|----------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| | PREPARATION | | | | |
| 1 | Mobilization | LS | 1.0 | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.2 | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 388 | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 |
| | GRADING | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| | DRAINAGE | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |
| | STORM SEWER | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |

| SCHEDULE E: IRR ROUTE 1094 SECTION 810 STEVE WILLIAMS DRIVE | | | | | |
|---|--|------|------|---------------|-------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 |
| | SURFACING | | | | |
| 17 | Crushed Surfacing Top Course | TON | 325 | | |
| 18 | Crushed Surfacing Base Course | TON | 177 | | |
| | HOT MIX ASPHALT | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 572 | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 |
| 21 | Roadway Pulverization and Grading | SY | 1149 | | |
| 22 | Longitudinal Joint Seal | LF | 400 | | |
| 23 | Crack Sealing - FA | EST. | 1 | \$1,150.00 | \$1,150.00 |
| | EROSION CONTROL | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 |
| 27 | Inlet Protection | EA | 1 | | |
| 28 | ESC LEAD | DAY | 6 | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| | TRAFFIC | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 34 | Permanent Signing | LS | 0 | \$ 0.00 | \$ 0.00 |
| 35 | Project Temporary Traffic Control | LS | 1.0 | \$15,214.68 | \$15,214.68 |
| | OTHER ITEMS | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 |
| 42 | Adjust Valve Box | EACH | 2.0 | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 44 | Adjust Manhole | EACH | 2.0 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |

| | SCHEDULE E: IRR ROUTE 1094 SECTION 810 STEVE WILLIAMS DRIVE | | | | |
|-----------|--|------|----------|---------------|-------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| 49 | Speed Hump | EACH | 2.0 | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 54 | Storm Drainage Improvements | EST | 1 | \$19,000.00 | \$19,000.00 |
| | | SU | BTOTAL S | CHEDULE E | \$ |
| | TERO TAX @ 1.75% | | | | \$ |
| | TOTAL SCHEDULE E | | | | \$ |

| SCHEDULE F: IRR ROUTE 1095 SECTION 810 ERNIE CLADOOSBY JR | | | | | |
|---|--|------|-----|---------------|----------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| | PREPARATION | | | | |
| 1 | Mobilization | LS | 1.0 | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.0 | \$ 0.00 | \$ 0.00 |
| 3 | Removing Asphalt Conc. Pavement | SY | 0 | \$ 0.00 | \$ 0.00 |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 |
| | GRADING | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 509 | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| | DRAINAGE | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |
| | STORM SEWER | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 |
| | SURFACING | | | | |
| 17 | Crushed Surfacing Top Course | TON | 0 | \$ 0.00 | \$ 0.00 |
| 18 | Crushed Surfacing Base Course | TON | 195 | | |

| SCHEDULE F: IRR ROUTE 1095 SECTION 810 ERNIE CLADOOSBY JR | | | | | |
|--|--|------|------|---------------|------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| | HOT MIX ASPHALT | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 356 | | |
| 20 | Planing Bituminous Pavement | SY | 1430 | | |
| 21 | Roadway Pulverization and Grading | SY | 0 | \$ 0.00 | \$ 0.00 |
| 22 | Longitudinal Joint Seal | LF | 80 | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 |
| | EROSION CONTROL | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,000.00 | \$1,000.00 |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 |
| 27 | Inlet Protection | EA | 5 | | |
| 28 | ESC LEAD | DAY | 6 | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| | TRAFFIC | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 34 | Permanent Signing | LS | 1.0 | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | |
| | OTHER ITEMS | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 |
| 42 | Adjust Valve Box | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 43 | Adjust Catch Basin | EACH | 4.0 | | |
| 44 | Adjust Manhole | EACH | 3.0 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 |
| 51 | Minor Change | EST | 1.0 | \$5,000.00 | \$5,000.00 |

| | SCHEDULE F: IRR ROUTE 1095 SECTION 810 ERNIE CLADOOSBY JR | | | | |
|-------------------------|--|------|-----|---------------|-------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 54 | Storm Drainage Improvements | EST | 1 | \$10,000.00 | \$10,000.00 |
| SUBTOTAL SCHEDULE F \$ | | | | | \$ |
| | TERO TAX @ 1.75% | | | | \$ |
| TOTAL SCHEDULE F | | | | \$ | |

| Schedule A Total: | |
|--|---------------------------------|
| | |
| Schedule C Total: | |
| Schedule D Total: | |
| Schedule E Total: | |
| Schedule F Total: | |
| | |
| TOTAL BID AMOUNT: (Write in Words Above Base B | Bid Amount) |
| Trench Excavation Safety Provisions (included | d in Base Bid Amount Above): \$ |

(Write in Number Form Above)

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above. If trench excavation safety provisions do not pertain to this contracted work, Bidder shall enter N.A. (not applicable) for the dollar amount.

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

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

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

<u>SECTION II – PREFERRED "TRADE" EMPLOYEES</u> (if required, attach additional sheets if needed) – (Weight of Award 10 points)

| NUMBER OF PREFERRED "TRADE" EMPLOYEES | NUMBER OF PREFERRED "TRADE" EMPLOYEES |
|---------------------------------------|---------------------------------------|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

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

(Insert Number of Employees)

SECTION IV - LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S)

(Total of Sections IV.A and IV.B) - (Weight of Award 25 points)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

<u>SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S)</u> (if required, attach additional sheets if needed) – (Weight of Award 15 points)

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

SECTION IV B - LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required,

attach additional sheets if needed) — (Weight of Award 10 points)

| | | | TYPE LOW TIE | ER- | NA | ОВ |
|---|-------------------------------|----------------------------|--------------------|-----|-----|----|
| NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP) | TYPE OF WORK TO BE AWARDED | DOLLAR VALUE OF WORK | SUB | SUP | Yes | No |
| 1. | 1. | \$ | | | | |
| 2. | 2. | \$ | | | | |
| 3. | 3. | \$ | | | | |
| 4. | 4. | \$ | | | | |
| 5. | 5. | \$ | | | | |
| 6. | 6. | | | | | |
| 7. | 7. | | | | | |
| 8. | 8. | | | | | |
| 9. | 9. | | | | | |
| 10. | 10. | \$ | | | | |

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

BIDDER'S CERTIFICATION

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

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

- be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- 8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.
- 9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The Tulalip Tribes of Washington

NON - COLLUSION DECLARATION

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

The Tulalip Tribes of Washington

Certification for Federal-Aid Contracts

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. <u>Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.</u> Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

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

| BIDDER'S NAME (PRINT): |
|---|
| Authorized Signature: |
| Title: |
| Company Name: |
| Mailing Address: |
| Telephone Number: () Facsimile Number () |
| Where Incorporated: |
| Type of Business (circle one): corporationpartnership sole proprietorship limited liability corporation |
| The Tulalip Tribes Business License Number: |
| State of Washington Contractor's License Number: |
| Federal ID Number: |
| Contact Person for Contract processing: |
| BIDDER'S NAME (PRINT): |
| Authorized Signature: |
| Title: |
| Company Name: |
| Mailing Address: |
| |
| Telephone Number: () Facsimile Number () |
| Where Incorporated: |
| Type of Business (circle one): corporationpartnership sole proprietorship limited liability corporation |
| The Tulalip Tribes Business License Number: |
| State of Washington Contractor's License Number: |
| Federal ID Number: |
| Contact Person for Contract processing: |
| END OF RID FORM |

Quil Ceda Village Bid Solicitation No. 2016-227



THE TULALIP TRIBES OF WASHINGTON **CONTRACT AGREEMENT**

FOR

SILVER VILLAGE PAVEMENT PRESERVATION AND **PEDESTRIAN ACCESS IMPROVEMENTS**

| BID SOLICITATION No. 2016-227 |
|--|
| This agreement entered into this day of, 20 between The Tulalip Tribes of Washington, 6406 Marine Drive, Tulalip, WA 98271, hereinafter referred to as "Tulalip Tribes", and, <insert address="" and="" company="" name=""> hereinafter referred to as "Contractor".</insert> |
| WITNESSETH, that the Contractor and The Tulalip Tribes for the consideration stated herein mutually agree as follows: |
| SECTION ONE DESCRIPTION OF WORK |
| This Contract consists of this written agreement and all appurtenant "contract documents" described in Section Six of this agreement. Contractor shall perform the following described work in accordance with this contract and the Scope of Work, incorporated as Bid Package No. 2016-227 Silver Village Pavement Preservation and Pedestrian Access Improvements |
| Project. Contractor shall provide all work necessary to complete the asphalt pavement preservation, reconstruction of approximately 5,600 feet of existing road on Reuben Shelton Drive, Steve Williams Drive, Verle Hatch Drive, Gus Smith Drive, Ernie Cladoosby Jr. Drive, and Ellison James Road in Tulalip, Washington. In addition to the roadwork, the project includes site preparation, removals, grading, paving, drainage, striping, signing, traffic calming, sidewalks, and bus stop waiting area with shelter, utility adjustment, temporary traffic control, erosion control and restoration. |
| SECTION TWO CONTRACT PRICE |
| The Tulalip Tribes agrees to pay Contractor for the Work described a total contract price of \$ Payment of this amount is subject to additions or deductions in accordance with the bid unit price amounts listed in the schedules below, provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to full payment when contract work is completed and approved by The Tulalip Tribes. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract. |

CONTRACT AGREEMENT K-1 of 25

Bid Schedule

| | SCHEDULE A: IRR ROUTE 1090 SECTION 810 ELLISON JAMES ROAD | | | | | |
|-----------|---|------|-------|---------------|------------|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | |
| " | PREPARATION | | | 111102 | | |
| 1 | Mobilization | LS | 1.0 | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.4 | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 88 | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 80 | | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 2.0 | | | |
| 6 | Remove Existing Culvert | LF | 158 | | | |
| | GRADING | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 281 | | | |
| 8 | Select Borrow Incl. Haul | CY | 100 | | | |
| | DRAINAGE | | | | | |
| 9 | Quarry Spalls | CY | 2 | | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 54 | | | |
| | STORM SEWER | | | | | |
| 11 | Catch Basin Type 1L | EACH | 2.0 | | | |
| 12 | Catch Basin Type 1 | EACH | 9.0 | | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 1.0 | | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | L.F. | 405 | | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 132 | | | |
| 16 | Testing Storm Sewer Pipe | LF | 540 | | | |
| | SURFACING | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 42 | | | |
| 18 | Crushed Surfacing Base Course | TON | 284 | | | |
| | HOT MIX ASPHALT | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 324 | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | |
| 21 | Roadway Pulverization and Grading | SY | 1,335 | | | |
| 22 | Longitudinal Joint Seal | LF | 230 | | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 | |
| | EROSION CONTROL | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,250.00 | \$1,250.00 | |
| 25 | Topsoil Type A | CY | 47 | | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | |
| 28 | ESC LEAD | DAY | 6 | | | |

CONTRACT AGREEMENT K-2 of 25

| | SCHEDULE A: IRR ROUTE 1090 SECTION 810 ELLISON JAMES ROAD | | | | | | |
|--------------------------------------|---|------|-------|---------------|-------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| 29 | Seeding and Fertilizing by Hand | SY | 425.0 | | | | |
| 30 | Mulch | SY | 425.0 | | | | |
| | TRAFFIC | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 633 | | | | |
| 32 | Paint Line | LF | 210 | | | | |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 34 | Permanent Signing | LS | 1.0 | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | |
| | OTHER ITEMS | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 411 | | | | |
| 37 | Cement Conc. Sidewalk | SY | 172 | | | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 2.0 | | | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | | | | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 4.0 | | | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 167 | | | | |
| 42 | Adjust Valve Box | EACH | 3.0 | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 44 | Adjust Manhole | EACH | 2.0 | | | | |
| 45 | Bench | EACH | 1.0 | | | | |
| 46 | Bus Shelter | EACH | 1.0 | | | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 1.0 | | | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 1.0 | | | | |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 50 | Pothole Existing Utilities | EST | 1.0 | \$10,000.00 | \$10,000.00 | | |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 | | |
| 52 | Chain Link Fence Type 3 | LF | 79 | | | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 5.0 | | | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$9,000.00 | \$9,000.00 | | |
| | SUBTOTAL SCHEDULE A | | | | | | |
| TERO TAX @ 1.75% TOTAL SCHEDULE A | | | | | \$ | | |

K-3 of 25 CONTRACT AGREEMENT

| | SCHEDULE B: IRR ROUTE 1091 SECTION 810 RUEBEN SHELTON DRIVE | | | | | | |
|-----------|---|------|-------|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| | PREPARATION | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.3 | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 784 | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | GRADING | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 300 | | | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | L.F. | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 716 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 869 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 1,276 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 3,334 | | | | |
| 22 | Longitudinal Joint Seal | LF | 604 | | | | |
| 23 | Crack Sealing - FA | EST. | 1.0 | \$2,400.00 | \$2,400.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,250.00 | \$1,250.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 466 | | | | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |

CONTRACT AGREEMENT K-4 of 25

| # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
|----|--|------|----------|---------------|-------------|
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| | TRAFFIC | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 33 | Painted Stop Line | LF | 30 | | |
| 34 | Permanent Signing | LS | 1.0 | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | |
| | OTHER ITEMS | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 |
| 42 | Adjust Valve Box | EACH | 2.0 | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 44 | Adjust Manhole | EACH | 10.0 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 49 | Speed Hump | EACH | 3.0 | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 54 | Storm Drainage Improvements | EST | 1 | \$36,000.00 | \$36,000.00 |
| | | SU | BTOTAL S | SCHEDULE B | \$ |

CONTRACT AGREEMENT K-5 of 25

| | SCHEDULE C: IRR ROUTE 1092 SECTION 810 VERLE HATCH DRIVE | | | | | |
|-----------|--|------|-------|---------------|-------------|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | |
| " | PREPARATION | | | 1102 | | |
| 1 | Mobilization | LS | 1.0 | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.2 | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 438 | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | |
| | GRADING | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 54 | | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | |
| | DRAINAGE | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | |
| | STORM SEWER | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | |
| | SURFACING | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 170 | | | |
| 18 | Crushed Surfacing Base Course | TON | 264 | | | |
| | HOT MIX ASPHALT | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 659 | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | |
| 21 | Roadway Pulverization and Grading | SY | 1,711 | | | |
| 22 | Longitudinal Joint Seal | LF | 390 | | | |
| 23 | Crack Sealing - FA | EST. | 1 | \$ 1,450.00 | \$ 1,450.00 | |
| | EROSION CONTROL | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | |
| 26 | WATTLE | LF | 396 | | | |
| 27 | Inlet Protection | EA | 3 | | | |
| 28 | ESC LEAD | DAY | 6 | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | |

CONTRACT AGREEMENT K-6 of 25

| ITEM | VERLE HAT | TH DRIVE | | UNIT | |
|------|--|-------------|----------|-------------|-------------|
| # | ITEM DESCRIPTION | UNIT | QTY | PRICE | TOTAL \$ |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| | TRAFFIC | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 33 | Painted Stop Line | LF | 20 | | |
| 34 | Permanent Signing | LS | 1.0 | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | |
| | OTHER ITEMS | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 |
| 42 | Adjust Valve Box | EACH | 1.0 | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 44 | Adjust Manhole | EACH | 2.0 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 49 | Speed Hump | EACH | 1.0 | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 |
| 51 | Minor Change | EST | 1 | \$10,000.00 | \$10,000.00 |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 54 | Storm Drainage Improvements | EST | 1 | \$19,000.00 | \$19,000.00 |
| | | SU | BTOTAL S | SCHEDULE C | \$ |
| | | TAX @ 1.75% | \$ | | |
| | | | TOTAL S | SCHEDULE C | \$ |

CONTRACT AGREEMENT K-7 of 25

| | SCHEDULE D: IRR ROUTE 1093 SECTION 810 GUS SMITH | | | | | | |
|-----------|--|------|-----|---------------|----------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| " | PREPARATION | | | 111102 | | | |
| 1 | Mobilization | LS | 1.0 | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.1 | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 73 | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | GRADING | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 70 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 127 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 192 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 822 | | | | |
| 22 | Longitudinal Joint Seal | LF | 210 | | | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 27 | Inlet Protection | EA | 0 | \$ 0.00 | \$ 0.00 | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |

CONTRACT AGREEMENT K-8 of 25

| | SCHEDULE D: IRR ROUTE 1093 SECTION 810 GUS SMITH | | | | | | |
|-----------|--|----------|-----|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |
| | TRAFFIC | | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 34 | Permanent Signing | LS | 1.0 | | | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | | | |
| | OTHER ITEMS | | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 42 | Adjust Valve Box | EACH | 1.0 | | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 44 | Adjust Manhole | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 51 | Minor Change | EST | 1 | \$5,000.00 | \$5,000.00 | | |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 54 | Storm Drainage Improvements | EST | 1 | \$7,000.00 | \$7,000.00 | | |
| | FAX @ 1.75% | \$ \$ | | | | | |
| | TOTAL SCHEDULE D | | | | | | |

CONTRACT AGREEMENT K-9 of 25

| | SCHEDULE E: IRR ROUTE 1094 SECTION 810 STEVE WILLIAMS DRIVE | | | | | | |
|-----------|---|------|------|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| | PREPARATION | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.2 | | | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 388 | | | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | GRADING | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 325 | | | | |
| 18 | Crushed Surfacing Base Course | TON | 177 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 572 | | | | |
| 20 | Planing Bituminous Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 21 | Roadway Pulverization and Grading | SY | 1149 | | | | |
| 22 | Longitudinal Joint Seal | LF | 400 | | | | |
| 23 | Crack Sealing - FA | EST. | 1 | \$1,150.00 | \$1,150.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$500.00 | \$500.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 27 | Inlet Protection | EA | 1 | | | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |

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| | SCHEDULE E: IRR ROUTE 1094 SECTION 810 STEVE WILLIAMS DRIVE | | | | | |
|-----------|---|------|----------|---------------|-------------|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 | |
| | TRAFFIC | | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 34 | Permanent Signing | LS | 0 | \$ 0.00 | \$ 0.00 | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | \$15,214.68 | \$15,214.68 | |
| | OTHER ITEMS | | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 | |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 | |
| 42 | Adjust Valve Box | EACH | 2.0 | | | |
| 43 | Adjust Catch Basin | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 44 | Adjust Manhole | EACH | 2.0 | | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 49 | Speed Hump | EACH | 2.0 | | | |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 | |
| 51 | Minor Change | EST | 1.0 | \$10,000.00 | \$10,000.00 | |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 | |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 | |
| 54 | Storm Drainage Improvements | EST | 1 | \$19,000.00 | \$19,000.00 | |
| | | SU | BTOTAL S | SCHEDULE E | \$ | |
| | TERO TAX @ 1.75% | | | | | |
| | TOTAL SCHEDULE E | | | | | |

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| | SCHEDULE F: IRR ROUTE 1095 SECTION 810 ERNIE CLADOOSBY JR | | | | | | |
|-----------|---|------|------|---------------|------------|--|--|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ | | |
| | PREPARATION | | | | | | |
| 1 | Mobilization | LS | 1.0 | | | | |
| 2 | Clearing and Grubbing and Roadside Cleanup | ACRE | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 3 | Removing Asphalt Conc. Pavement | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 4 | Remove Chain Link Fence/Posts | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 5 | Remove, Salvage and Reset Chain Link Gate | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 6 | Remove Existing Culvert | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | GRADING | | | | | | |
| 7 | Roadway Excavation Incl. Haul | CY | 509 | | | | |
| 8 | Select Borrow Incl. Haul | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| | DRAINAGE | | | | | | |
| 9 | Quarry Spalls | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 10 | Schedule A Culv. Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | STORM SEWER | | | | | | |
| 11 | Catch Basin Type 1L | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 12 | Catch Basin Type 1 | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 13 | Catch Basin Type 2 48 In. Diam. | EACH | 0.0 | \$ 0.00 | \$ 0.00 | | |
| 14 | Schedule A Storm Sewer Pipe 12 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 15 | Schedule A Storm Sewer Pipe 18 In. Diam. | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 16 | Testing Storm Sewer Pipe | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| | SURFACING | | | | | | |
| 17 | Crushed Surfacing Top Course | TON | 0 | \$ 0.00 | \$ 0.00 | | |
| 18 | Crushed Surfacing Base Course | TON | 195 | | | | |
| | HOT MIX ASPHALT | | | | | | |
| 19 | HMA CL. 1/2 IN. PG 64-22 | TON | 356 | | | | |
| 20 | Planing Bituminous Pavement | SY | 1430 | | | | |
| 21 | Roadway Pulverization and Grading | SY | 0 | \$ 0.00 | \$ 0.00 | | |
| 22 | Longitudinal Joint Seal | LF | 80 | | | | |
| 23 | Crack Sealing - FA | EST. | 0 | \$ 0.00 | \$ 0.00 | | |
| | EROSION CONTROL | | | | | | |
| 24 | Erosion/Water Pollution Control | EST | 1.0 | \$1,000.00 | \$1,000.00 | | |
| 25 | Topsoil Type A | CY | 0 | \$ 0.00 | \$ 0.00 | | |
| 26 | WATTLE | LF | 0 | \$ 0.00 | \$ 0.00 | | |
| 27 | Inlet Protection | EA | 5 | | | | |
| 28 | ESC LEAD | DAY | 6 | | | | |
| 29 | Seeding and Fertilizing by Hand | SY | 0.0 | \$ 0.00 | \$ 0.00 | | |

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| SCHEDULE F: IRR ROUTE 1095 SECTION 810 ERNIE CLADOOSBY JR | | | | | |
|--|--|------|-----|---------------|----------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL \$ |
| 30 | Mulch | SY | 0.0 | \$ 0.00 | \$ 0.00 |
| | TRAFFIC | | | | |
| 31 | Cement Conc. Traffic Curb and Gutter | LF | 0 | \$ 0.00 | \$ 0.00 |
| 32 | Paint Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 33 | Painted Stop Line | LF | 0 | \$ 0.00 | \$ 0.00 |
| 34 | Permanent Signing | LS | 1.0 | | |
| 35 | Project Temporary Traffic Control | LS | 1.0 | | |
| | OTHER ITEMS | | | | |
| 36 | Structure Excavation Class B INCL. Haul | CY | 0 | \$ 0.00 | \$ 0.00 |
| 37 | Cement Conc. Sidewalk | SY | 0 | \$ 0.00 | \$ 0.00 |
| 38 | Cement Conc. Curb Ramp Type Single Direction | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 39 | Cement Conc. Curb Ramp Type Parallel Type A | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 40 | Cement Conc. Curb Ramp Type Parallel Type B | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 41 | Cement Conc. Driveway Entrance Type 1 | SY | 0 | \$ 0.00 | \$ 0.00 |
| 42 | Adjust Valve Box | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 43 | Adjust Catch Basin | EACH | 4.0 | | |
| 44 | Adjust Manhole | EACH | 3.0 | | |
| 45 | Bench | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 46 | Bus Shelter | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 47 | Bus Shelter Concrete Base Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 48 | Maintenance Building Roller Gate Pad | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 49 | Speed Hump | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 50 | Pothole Existing Utilities | EST | 0.0 | \$ 0.00 | \$ 0.00 |
| 51 | Minor Change | EST | 1.0 | \$5,000.00 | \$5,000.00 |
| 52 | Chain Link Fence Type 3 | LF | 0 | \$ 0.00 | \$ 0.00 |
| 53 | End, Gate, Corner and Pull Posts | EACH | 0.0 | \$ 0.00 | \$ 0.00 |
| 54 | Storm Drainage Improvements | EST | 1 | \$10,000.00 | \$10,000.00 |
| SUBTOTAL SCHEDULE F TERO TAX @ 1.75% TOTAL SCHEDULE F | | | | | \$ \$ \$ |

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Bid Solicitation No. 2016-227

| Schedule A Total: | | | | | |
|---|--|--|--|--|--|
| | | | | | |
| Schedule B Total: | | | | | |
| | | | | | |
| Schedule C Total: | | | | | |
| | | | | | |
| Schedule D Total: | | | | | |
| | | | | | |
| Schedule E Total: | | | | | |
| Oak adula E Tatak | | | | | |
| Schedule F Total: | | | | | |
| | | | | | |
| | | | | | |
| TOTAL BID AMOUNT: | | | | | |
| TOTAL BID AMOUNT: (Write in Words Above Base Bid Amount) | | | | | |

SECTION THREE PAYMENTS

The Tulalip Tribes shall make payment for a phase of the work to the Contractor no later than thirty (30) days after The Tulalip Tribes' accounting department begins processing Contractor's invoice for that work. Such processing shall begin after Contractor presents the invoices and deliverables to The Tulalip Tribes' authorized representative and the authorized representative submits written approval to the accounting department for payment based on an inspection of the work. Payment by The Tulalip Tribes does not constitute a waiver of any claims by The Tulalip Tribes against Contractor concerning or arising out of this agreement. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

Contractor agrees to maintain for inspection by The Tulalip Tribes for three years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this agreement.

In the event payment for work performed under this agreement is made from federal or state funds, Contractor shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the Contractor are subject to the limitations on and availability of such funds to The Tulalip Tribes.

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Contractor shall not be entitled to any interest on any amount found due and owning hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in Section Two – CONTRACT PRICE.

SECTION FOUR STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this agreement unless a different date is made for the date to be fixed in a notice to proceed issued by The Tulalip Tribes. This agreement shall become effective upon its signing by The Tulalip Tribes and Contractor.

The contract time shall be measured from the date of commencement.

The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before 33 working days from the date of the Notice to Proceed, unless the Contractor timely requests and The Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

It is understood and agreed that all Work shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date(s), unless the Contractor timely requests and The Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

SECTION FIVE LIQUIDATED DAMAGES

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, The Tulalip Tribes shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion, unless the Contractor timely requests and The Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

| Contract Amount | Dollars Per Day |
|---------------------------------------|-----------------|
| \$1 to \$50,000 | \$150 |
| More than \$50,000 to \$150,000 | \$250 |
| More than \$150,000 to \$500,000 | \$500 |
| More than \$500,000 to \$2,000,000 | \$1,000 |
| More than \$2,000,000 to \$5,000,000 | \$2,000 |
| More than \$5,000,000 to \$10,000,000 | \$2,500 |
| More than \$10,000,000 | \$3,000 |

The amount of Liquidated Damages is agreed upon by and between the Contractor and The Tulalip Tribes because of the impracticality and extreme difficulty of ascertaining the actual amount of damage The Tulalip Tribes would sustain.

SECTION SIX CONTRACT DOCUMENTS

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The contract documents includes the following, which are incorporated by reference as if fully set forth herein (not in order of precedence), on which the agreement between The Tulalip Tribes and Contractor is based, in accordance with which the work is to be done, are as follows:

- This agreement, together with such supplementary agreements and a. conditions as are attached hereto;
- Proposal (Form of Bid): b.
- Table of Contents: C.
- Division 0 Bidding Requirements, Contract Forms, and Conditions of d. the Contract complete;
- General Provisions complete; e.
- Special Provisions Complete; f.
- Amendments to the Standard Specifications complete; g.
- 2016 WSDOT Standard Specifications; h.
- Contract Plans as listed in the Index to Drawings complete as listed on i. drawing sheet G2;
- The Tulalip Code, Chapter 9.05 TERO Code; j.
- Addendum No. _____ dated _____, 20____; and Addendum No. ____ dated _____, 20____. k.
- I.

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

This agreement, including its referenced appendices, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this agreement constitutes or shall be construed as a waiver of The Tulalip Tribes of Washington's sovereign immunity. This agreement shall not be valid unless each and every signature designated below is affixed.

SECTION SEVEN

| AUTHORITY OF TULALIP TRIBES' REPRESENTATIVE(S) | | | |
|--|--|--|--|
| The Tulalip Tribes' representative designated as Construction Manager authorized to administer and implement the terms and conditions of this agreement is | | | |
| The Tulalip Tribes' representative designated as Project Engineer authorized to directly supervise the engineering and administration of the construction project is <insert address="" and="" company="" name="">.</insert> | | | |
| The Tulalip Tribes' representative designated as Inspector authorized to inspect Contract performance in detail is <insert address="" and="" company="" name="">.</insert> | | | |

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The Tulalip Tribes' authorized representatives shall be allowed to observe any work done by the Contractor which is covered by this agreement.

SECTION EIGHT RESPONSIBILITIES OF CONTRACTOR

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

- a. Responsibility for and supervision of work. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction and installation in accordance with the contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that he is bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract.
- b. Discipline and employment. Contractor shall maintain at all times strict discipline among his workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- c. Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents.
- d. Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract documents.
- e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.
 - The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). 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.
- f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify The Tulalip Tribes, through the Construction Manager, promptly on discovery of such variance.
- g. Responsibility for negligence of employees and subcontractors. Contractor

- assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.
- h. Warranty of fitness of equipment and materials. Contractor represents and warrants to The Tulalip Tribes that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.
- Cleaning and protection. Contractor shall during handling and installation clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.
- j. Furnishing of design and engineering plans. Upon request Contractor shall furnish The Tulalip Tribes or Construction Manager all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.
- k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his tools, equipment and machinery.
- I. Indemnity and hold harmless agreement. Contractor agrees to indemnify and hold harmless The Tulalip Tribes, its employees, and their agents from and against all claims, damages, losses, and expenses including reasonable attorney fees in case it shall be necessary for The Tulalip Tribes to commence or defend any action arising out of or associated in any way with performance of the work herein, which is:
 - 1. For bodily injury, illness or death, property damage including loss of use, or other damage, and
 - 2. Caused in whole or part by Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts Contractor or subcontractor may be liable.
- m. Contractor shall defend, indemnify and hold harmless The Tulalip Tribes, its employees, and their agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this agreement. Contractor shall reimburse The Tulalip Tribes for all costs reasonably incurred to defend The Tulalip Tribes against such claims through attorneys of The Tulalip Tribes' choice.
- n. Contractor shall promptly notify The Tulalip Tribes, through the Construction Manager, of any litigation arising from or affecting its operations under this agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign its rights under this agreement without first obtaining The Tulalip Tribes' written approval.
- o. Payment of royalties and license fees; hold harmless agreements. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save The Tulalip Tribes harmless therefrom.

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- p. The Contractor will be required as part of this contract to provide weekly certified payrolls and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on this project and provide a signed approved copy of their Compliance Plan to the Construction Manager.
- q. Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Construction Manager of any such finds. The Construction Manager will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Tribal representative determines that the object(s) are to be surveyed, the Tribal representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.
- r. Excess material. All excess material shall become the property of The Tulalip Tribes.
- s. The Contractor shall, whether or not federal or state funds are involved, without additional expense to The Tulalip Tribes, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this agreement. Contractor shall file all required returns and notices.
- t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold The Tulalip Tribes, its employees, and their agents harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her employees, agents, subcontractors or assigns to comply with any applicable law.
- u. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment "upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, Contractor shall provide preference in employment and subcontracting in accordance with The Tulalip Code, Chapter 9.05 TERO Code as it now exists or may be hereafter amended.

SECTION NINE TIME OF ESSENCE – EXTENSION OF TIME

All times stated herein or in the contract documents are of the essence hereof. Contract times may be extended by a change order from The Tulalip Tribes, through the Construction Manager, for such reasonable time as The Tulalip Tribes may determine when in their opinion Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify delay.

Any request by the Contractor for an extension of time shall be made in writing to The Tulalip Tribes, through the Construction Manager, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an

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extension of time. Failure to timely provide such notice to The Tulalip Tribes shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

SECTION TEN CORRECTING NON-CONFORMING WORK

If a portion of the work is covered contrary to the Construction Manager's request or to requirements specifically expressed in the Contract documents, it must, if requested in writing by the Construction Manager, be uncovered for the Construction Manager's and or Architect's examination and be replaced at the Contractor's expense without change in the Contract time.

If a portion of the Work has been covered which the Construction Manager has not specifically requested to examine prior to its being covered, the Construction Manager may request to see such work and it shall be uncovered by the Contractor. If it is determined that such work has been performed in accordance with the Contract documents all costs incurred by Contractor to uncover and replace the work shall, by appropriate change order, be reimbursed by The Tulalip Tribes. If such work is found not to be in accordance with the Contract documents, any and all required corrections shall be assigned to the Contractor unless the condition was caused by The Tulalip Tribes or a separate contractor in which event The Tulalip Tribes shall be responsible for payment of such costs.

When it appears to any authorized representative of The Tulalip Tribes or Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition Contractor will correct any defects caused by him or by a subcontractor, appearing within one year from the date of issuance of a certificate of Contract completion by The Tulalip Tribes, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION ELEVEN CHANGES IN THE WORK

The Tulalip Tribes reserves the right to order changes in the work in the nature of additions, deletions or modifications, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion, if justified. Any such changes will be authorized by a written change order signed by an authorized representative of The Tulalip Tribes. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and Contract price and completion time shall be modified only as out in the written change order. Any adjustment in the Contract price resulting in a deductive credit or a charge to The Tulalip Tribes shall be determined by the mutual agreement of the parties to the Contract.

SECTION TWELVE TERMINATION

The Tulalip Tribes may terminate this agreement on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of

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said notice. Additionally, The Tulalip Tribes may immediately suspend operations under this agreement by written notice of any breach. Suspension shall continue until The Tulalip Tribes' authorized representative certifies in writing that the breach is remedied. If Contractor is still in breach after seven (7) days from the notice of suspension, The Tulalip Tribes may, without further notice, terminate all rights of Contractor under this agreement.

Any failure by The Tulalip Tribes to suspend or terminate this agreement in case of breach shall not waive Contractor's duty to perform strictly in accordance with this agreement. Failure by Contractor to perform on its part any duty, term or condition herein shall constitute a breach.

Any notice sent under this Section may either be sent by personally giving a copy thereof to Contractor or its agents, employer or contractors or mailing a copy to the address set forth herein.

SECTION THIRTEEN DISPUTES

The parties agree that disputes involving this Contract shall be resolved pursuant to the laws of The Tulalip Tribes and exclusively in Tribal Court. This provision shall not be interpreted to be a waiver of Tribal immunity.

SECTION FOURTEEN EMPLOYMENT PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 - TERO Code.

SECTION FIFTEEN CONTRACTING PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION SIXTEEN CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect The Tulalip Tribes and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the contract documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

A Commercial General Liability insurance policy and Business Automobile Liability insurance policy to provide insurance coverage and limits as indicated below. Automobile liability insurance coverage shall include owned, non-owned and hired automobiles. An Umbrella or Excess Liability policy may be used to reach such limits.

CONTRACT AGREEMENT K-21 of 25 Policy Limits – Commercial General Liability

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

Policy Limits – Business Automobile Liability

\$1,000,000 Combined Single Limit

There shall be no residential construction or subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of The Tulalip Tribes.

CONTRACTOR'S WORKER'S COMPENSATION

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

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

BUILDER'S RISK

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

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

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

CONTRACT AGREEMENT K-22 of 25

INSURANCE POLICY REQUIREMENTS

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

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

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

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

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

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

WAIVERS OF SUBROGATION

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

OTHER PROVISIONS

Neither The Tulalip Tribes nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the work, if such loss or damage is covered by insurance benefiting the party suffering such loss

CONTRACT AGREEMENT K-23 of 25

or damage or was required to be covered by insurance under terms of the agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

Contractor shall indemnify, defend and hold The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village through the Construction Manager.

In the event Contractor fails to maintain any and all insurance required by this contract during the entire life of this contract, The Tulalip Tribes of Washington or Consolidated Borough of Quil Ceda Village may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

SECTION SEVENTEEN OTHER PROVISIONS

Any and all reports, data, findings or other materials or deliverables under this agreement shall become the property of and remain under the sole proprietorship of The Tulalip Tribes. Contractor will keep all information learned under this agreement confidential and will not release any such information, either orally or in writing, to parties other than The Tulalip Tribes, its agents, contractors or employees without the express written permission of The Tulalip Tribes.

The Tulalip Tribes and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this agreement.

Neither The Tulalip Tribes nor Contractor shall delegate, assign, sublet or transfer their duties or interest in this agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this agreement.

The negotiation and execution of this agreement shall be deemed by the parties to have occurred within the exterior boundaries of the Tulalip Indian Reservation and any interpretation thereof shall be in accordance with the laws of The Tulalip Tribes of Washington.

The failure of The Tulalip Tribes to assert any claim or right at any time under this agreement shall not waive its right to assert any claim or right at a later time.

CONTRACT AGREEMENT K-24 of 25

APPROVED BY CONTRACTOR:

(Company Name)

(Print Name & Title)

By:

(Authorized Signature)

APPROVED BY THE TULALIP TRIBES OF WASHINGTON:

Melvin Sheldon Jr.
(Chairman)

By:

(Authorized Signature)

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian

Reservation, Washington, on the date first above written.

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:

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(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
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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/

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

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****)

The proposed Silver Village Pavement Preservation and Pedestrian Access Improvements project is located on the Tulalip Reservation in Washington State. The project provides for the asphalt pavement preservation and/or reconstruction maintenance of approximately 5,600 feet of existing road on Reuben Shelton Drive, Steve Williams Drive, Verle Hatch Drive, Gus Smith Drive, Ernie Cladoosby Jr. Drive, and Ellison James Road in Tulalip, Washington. In addition to the roadwork, the project includes site preparation, removals, grading, paving, drainage, striping, signing, traffic calming, sidewalks, and bus stop waiting area with shelter, utility adjustment, temporary traffic control, erosion control and restoration.

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

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. |

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Notice to Bidders, 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:

- 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
 - 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,
- Proposal Form,
- 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.

As-Built Record Drawings

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 asconstructed 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.

1-06 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).
- 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.

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

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 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.

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 submit a traffic control plan to the engineer prior to starting work. No separate payment will be made for the preparation of project-specific traffic control plans.

1-07.9 Wages

1-07.9(1) General

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

(*****)

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.

Application of Wage Rates For The Occupation Of Landscape Construction

Federal wage rates that are included in this contract may 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.

1-07.12 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 Snohomish County PUD for necessary relocations of their existing buried power lines that are located along Ellison James Drive. The Contractor will pothole locations where catch basins and storm drain pipe are to be located 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 Snohomish County PUD. The Contractor will provide Snohomish County PUD up to 10 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 1800 41st Street Everett, WA 98201 Attn: Chuck Roberts (425) 261-8888

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

Tulalip Data Services 2601 88th Street NE Tulalip, WA 98271 Attn: Travis Hill (360) 716-5128 Tulalip Broadband (Cable) 2601 88th Street NE Quil Ceda Village, WA 98271 Attn: Richard Brown (360) 716-3277

Puget Sound Energy (Gas) PO Box 97034 Bellevue, WA 98004 Attn: Jeanne Coleman (425) 463-6550

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-insurance 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.***

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.
- 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

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:

| Regulatory Posted Speed | Distance From Traveled Way (Feet) |
|----------------------------|---|
| 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 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.

Driveway closures are subject to the following restrictions:

Access to existing driveways shall be maintained at all times except for a maximum 4-hour paving window.

Contractor shall provide 48-hour notice to property owner and residence for driveway work.

Driveways shall not be without pavement for more than 7 days.

1-07.24 Rights of Way (******)

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 submit a Notification Plan to the Contracting Agency for review and approval.

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:

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

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:

This project shall be physically completed within 33 working days. Working days are defined as seven (7) days per week. Working hours are defined a 7:00 am to 4:00 pm. The physical completion date must be no later than September 6, 2016.

Revise the third and fourth paragraphs to read:

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

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
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - 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.

1-08.8 Extensions of Time

Section 1-08.8 is supplemented with the following:

(*****)

Due to the nature of the project, the Contractor shall anticipate there will be numerous unforeseen conflicts with underground utilities. The Owner will have representatives on site during working hours to make decisions when a deviation from the design is required. The time required for the Contractor and the Owner to make adjustments for unforeseen conditions shall not be grounds for additional compensation due to delay nor an extension of the completion deadline. The only exceptions to this rule are as follows:

- 1. The Owner has failed to make a decision within 8 working hours when an unforeseen conflict is discovered on a critical path time of work.
- 2. The unforeseen conflict involves hazardous materials or historical artifacts which prevent the Contractor from proceeding with critical path elements of the work.

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) Delete and replace 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.

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 the Engineer for review and approval. Plans shall be submitted for review no more than 3 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 2 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

1-10.5 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 receiving approval for the Traffic Control Plans, notifications to residences, including all revisions and updates necessary throughout the project duration. See Section 1-07.23(1) for further requirements.

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 per acre.

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 acre

The unit contract price for "Clearing and Grubbing and Roadside Cleanup" per acre shall 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 following existing items are to be removed:

Asphalt Conc. Pavement Culverts
Chain Link Fence/Posts

Roadway Pulverization and Grading

Complete in-place roadway pulverization shall be done on the designated roadway, as shown in the Plans and as outlined in these Special Provisions.

The Contractor shall do the following to prepare the subgrade for surfacing:

- 1) Prior to pulverization, remove from the roadbed all brush, weeds, vegetation, grass, and other debris.
- Drain water from all low spots or ruts.
- 3) The Contractor shall pulverize the full depth of asphaltic surfacing on the existing roadway, including the existing speed humps. After pulverization, all material shall pass a two-inch square sieve opening.
- 4) Level the pulverized surface with crushed surfacing base course prior to placing new roadway section. Up to 2" of the pulverized asphalt can count towards the depth of the subgrade.
- 5) Shape the entire subgrade to a uniform surface running reasonably true to the line, grade, and cross-section, as required by the Engineer. Every effort shall be made by the Contractor to shape the road with the pulverized material prior to the use of import.

- 6) Compact the subgrade using a 1.0-ton vibratory roller minimum with a 5 pass rolling pattern.
- 7) Water shall be applied as required to control dust and aid during the compaction effort.
- 8) The roadway shall be paved no more than 48 hours after pulverization.

Pothole Existing Utilities

Locations of possible conflicts at utility crossings can be seen on the Plans. Based on the actual location of utility markings, it may be necessary to uncover existing utilities and determine the exact locations.

After completing field marking of the existing utilities, the Contractor shall determine if an existing utility may be in conflict with the planned improvements. Should a conflict seem likely, the Contractor shall notify the Contracting Agency. If the Contracting Agency concurs that a conflict is likely, the Contractor will be directed to expose the location of the subject utility (pothole). When potholing is required by the Contracting Agency, the Contractor shall expose the location of the existing utility and record the size of pipe and horizontal and vertical location on the Contractor's Record Drawings and submit to the Engineer immediately. Upon receipt of this information, the Engineer will determine if a conflict exists. The City will notify the Contractor within seven full working days as to what design modifications, if any, are required to resolve the conflict.

Payment to pothole and record the size and location of the existing utilities will be made under the bid item "Pothole Existing Utilities" in accordance with Section 1-09.6.

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

2-02.4 Vacant

Section 2-02.4 including title is replaced with the following:

(******)

2-02.4 Measurement

Roadway pulverization and grading will be measured by the square yard.

Removing asphalt conc. pavement will be measured by the square yard for area removed.

Removing existing culverts will be measured by linear foot along the length of the removed pipe.

Removing chain link fence/posts will be measured by the linear foot along the face of fence removed.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(*****)

"Roadway Pulverization and Grading", per square yard.

The unit contract price per square yard for "Roadway Pulverization and Grading" shall be full pay for furnishing all tools, materials, labor, equipment, water, and all other costs necessary to complete the work as specified.

"Removing Asphalt Conc. Pavement", per square yard.

The unit price per SY for "Removing Asphalt Conc. Pavement" shall be full payment for sawcutting, removing and disposing of the material.

"Remove Existing Culvert", per linear foot.

The unit price per linear foot for "Remove Existing Culvert" shall be full payment for exposing, cutting, removing and disposing or the material.

"Remove Chain Link Fence/Posts", per linear foot.

"Remove Chain Link Fence/Posts", per linear foot shall be full payment for removing fencing material, fence posts, fence post concrete foundations, connecting hardware and disposal of the material.

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.

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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.

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SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

Section 5-04.1 is supplemented with the following:

(*****)

This work shall also consist of construction of a Speed Hump. Speed Hump shall be installed with HMA Cl. 1/2 In. PG 64-22 as shown in the Plans. Template shall be used for construction of the Speed Hump using dimensions as shown in the Plans. Maximum height at top of Speed Hump shall be no more than 3.0 inches after compaction. Apply tack coat to roadway prior to Speed Hump installation. Apply Painted Wide Line per Standard Specification 8-22 Pavement Marking.

5-04.2 Materials

Section 5-04.2 is supplemented with the following:

(*****)

Speed humps will be constructed as shown in the Plans. The speed bump symbol called out in the Plans shall be installed with paint per section 9-34.2.

5-04.3 Construction Requirements

5-4.3(3) Hot Mix Asphalt Pavers

5-04.3(3)A Material Transfer Device/Vehicle

The first paragraph of this section is revised to read:

(*****)

Additionally, a material transfer device or vehicle (MTD/V) is not required within the Project Limits.

5-04.4 Measurement

Section 5-04.4 is supplemented with the following:

(*****)

"Speed hump" will be measured per each speed hump installed including the painted speed bump symbol as called out in the Plans.

5-04.5 Payment

Section 5-04.5 is supplemented with the following:

(*****)

"Speed Hump", per each shall be full payment for placing HMA and painted speed bump symbol as shown in the Plans. The unit price shall include all tools, labor, materials, equipment and all other items needed to complete the work.

STRUCTURES

6-02 CONCRETE STRUCTURES

6-02.3 Construction Requirements

Section 6-02.3 is supplemented with the following:

(*****)

The Bus Shelter Concrete Base Pad shall be constructed and finished per section 8-14.3. One transverse construction joint shall be placed at the center of the pad. One longitudinal construction joint shall be placed at the breakline shown in the Plans.

6-02.4 Measurement

Section 6-02.4 is supplemented with the following:

(*****)

"Bus Shelter Concrete Base Pad" and "Maintenance Building Roller Gate Pad" contain the following approximate quantities of materials:

"Bus Shelter Concrete Base Pad"

| Structure Excavation Cl A Incl. Haul | 6 CY |
|--------------------------------------|--------|
| St. Reinf. Bar | 510 LB |
| Conc. Class 4000 | 5 CY |

"Maintenance Building Roller Gate Pad"

| Structure Excavation Class A Incl. Haul | 9 CY |
|---|--------|
| St. Reinf. Bar | 500 LB |
| Conc. Class 4000 | 5 CY |

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the per each contract price for "Bus Shelter Concrete Base Pad" and "Maintenance Building Roller Gate Pad" even though the actual quantities required may deviate from those listed.

6-02.5 Payment

Section 6-02.5 is supplemented with the following

(*****)

"Bus Shelter Concrete Base Pad", per each.

All costs in connection with grading, constructing and finishing the bus shelter pad including all tools, material, labor and equipment and all other costs to complete the work as detailed in

the Plans shall be included in the per each contract price for "Bus Shelter Concrete Base Pad".

"Maintenance Building Roller Gate Pad", per each.

All costs in connection with grading, constructing and finishing the roller gate pad including all tools, material, labor and equipment and all other costs to complete the work as detailed in the Plans shall be included in the per each contract price for "Maintenance Building Roller Gate Pad".

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-05 MANHOLES, INLETS, CATCH BASINS AND DRYWELLS

7-05.3 Construction Requirements

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

This section is supplemented with the following:

(*****)

Adjust Existing Utility to Grade

As shown in the Plans, existing utilities such as monuments, water valves, and meter boxes shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall adjust utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

Existing facilities shall be adjusted to the finished grade as shown in the Plans and as further specified herein. Existing box, ring, grate, and cover shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations. Any damage occurring to the manholes, concrete inlets, monument cases, valve boxes, or water mains, due to the Contractor's operations, shall be repaired at the Contractor's own expense. Adjustments shall be made using bricks, concrete blocks, or cement, and the interior of the manhole adjustment shall be mortared smoothly. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all manholes, catch basins, monument cases, meter boxes, and valve boxes encountered, and shall submit a copy of these references to the Engineer.

The meter boxes, and valve boxes shall be adjusted to grade in the following manner:

Within a Gravel Surface: Provide crushed surfacing top course backfill.

Within a Hot Mixed Asphalt Paved Surface: As soon as the street is paved past each manhole, catch basin, monument case, meter box, and valve box, the asphalt concrete mat shall be scored around the location of the manhole, catch basin, concrete inlet, monument case, meter, or valve box. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The manholes, catch basins, monument cases, meter boxes, and/or valve boxes shall then be raised to finished pavement grade, and the annular spaces filled with control density fill (CDF) to within a minimum of 3 inches of the finished grade. The remaining 3 inches (minimum) shall be filled and compacted with HMA Class 1/2 In. PG 64-22 per Section 5-04 of the Standard Specifications, to give a smooth, finished appearance.

After pavement is in place, all joints shall be sealed with hot asphalt cement (AR 4000W). In areas opened immediately to traffic, a sand blanket shall be placed onto the surface of the hot asphalt sealer (AR 4000W) to help alleviate the "tracking" of asphalt sealer.

7-05.4 Measurement

Section 7-05.4 is supplemented with the following:

(*****)

"Adjust Valve Box" shall be measured per each.

"Adjust Catch Basin" shall be measured per each.

"Adjust Manhole" shall be measured per each.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(*****)

"Adjust Valve Box", per each.

"Adjust Catch Basin", per each.

"Adjust Manhole", per each.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3 Construction Requirements

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(*****)

Backfilling and surface restoration shall closely follow the installation of pipe, so that not more than 100 feet is left of the trench open at any time during construction without approval of the Engineer. When public safety concerns exist, the Engineer may require more stringent backfilling standards. Selected backfill material shall be placed and compacted around and under the pipe by hand tools to a height of 6 inches above the top of the pipe. The remaining backfill shall be compacted to 95 percent of the maximum density in the roadway prism and shall be satisfactorily demonstrated to the Engineer by density tests per the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, Section 2-03.3(14)D.

Vertical Clearance Between Utility Lines

Where the vertical clearance between adjacent storm drainage lines, water, or sanitary sewer lines is 2 to 6 inches, an ethylene vinyl acetate pad, Rubatex Laboratories R-5010-A, or an approved equal, is required. The pad shall be 3 feet by 3 feet by 2.5 inches minimum, and placed between the sanitary sewer pipe and the other utility pipe. All costs necessary to furnish and install the pad shall be considered incidental to pipe laying.

7-08.4 Measurement

The first, second, and fourth paragraphs of Section 7-08.4 are replaced with the following:

(*****)

No measurement shall be made for protecting existing utilities and services, trench excavation, disposal of unsuitable backfill, native material used as trench backfill above the pipe zone bedding, and compaction of backfill.

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MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

(*****)

Erosion/Water Pollution Control

This Work shall consist of furnishing, installing, maintaining, removing and disposing of temporary stormwater treatment products including treatment of pH for concrete work, wattles, inlet protection, and ESC lead.

8-01.2 Materials

Section 8-01.2 is supplemented with the following:

(*****)

Erosion/Water Pollution Control

"Erosion/Water Pollution Control" shall include the below items:

Temporary Stormwater Treatment of pH for Concrete Work

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(*****)

Temporary Stormwater Treatment of pH for Concrete Work

Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours, concrete grindings or cement treated soils shall be maintained between pH 6.5 and pH 8.5 before it is allowed to enter surface waters and discharges shall not cause a receiving water pH change of more than 0.2 pH units.

The Contractor shall test runoff during each rain event causing runoff to leave the project site during concrete pouring, grinding, rubblizing activities, when soils are being treated with cement and during the first three storms following those activities. If discharging directly to surface waters or to a storm sewer system, the Contractor shall test the pH of the water, as a first order of work, at the point of discharge, once the pour or grinding has begun for each shift, and periodically, as requested by the Engineer, thereafter. If a test indicates the pH is above 8.5, the Contractor shall immediately discontinue work and initiate treatment according to the plan to lower the pH.

Unless specific measures are identified in the Special Provisions, the pH of water may be reduced by infiltration, dispersion in vegetation or compost, or by pumping to a sanitary sewer system. If water is pumped to the sanitary sewer, the Contractor shall provide, at no cost to the Contracting Agency, a copy of permits and requirements for placing the material into a sanitary sewer system prior to beginning the work.

Work may resume, with treatment, once the pH of the treated material is between 6.5 and 8.5 or it can be demonstrated that the runoff will not reach surface waters.

8-01.3(2) Seeding, Fertilizing, and Mulching

8-01.3(2)B Seeding and Fertilizing

Section 8-01.3(2)B is supplemented with the following:

(*****)

Dry Native Seed

All dry native seed shall be "non-endophyte enhanced." Seed of the following composition and proportion shall be applied at a rate of 30 pounds per acre on all areas requiring seeding within the project:

| Kind and Variety of Seed in Mixture | Pounds of Pure Live Seed Per Acre |
|---|---|
| Blue wildrye (<i>Elymus glaucus</i>) | 2.0 |
| Red fescue (Festuca rubra ssp. ruba) | 8.0 |
| Meadow barley (<i>Hordeum brachyantherum</i>) | 3.0 |
| Canada reed (Calamagrostis canadensis) | 5.0 |
| Tufted hairgrass (Dechampsia cespitosa) | 10.0 |
| White Dutch Clover (<i>Trifolium repens</i>) (pre-inoculated) | 6.0 |
| TOTAL | 36.0 |

8-01.3(2)D Mulching

Section 8-01.3(2)D is supplemented with the following:

(*****)

Mulching shall be placed to a non-compacted depth of 2 inches.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

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(*****)
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Topsoil and mulching will be measured by the square yard along the grade and slope of the area covered after application.

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

```
(*****)
"Mulching", by the SY
```

"Erosion/Water Pollution Control", by force account as provided in Section 1-09.6 shall include 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. Straw wattles along roadside ditches, as shown in the Plans.
- 4. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
- 5. Compliance with all requirements of the NPDES Permit for the duration of the project including all required documentation and reporting.

8-02 ROADSIDE RESTORATION

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

Erosion Control and Roadside Planting

Section 9-14 is supplemented with the following:

Soil

Topsoil Type A

Section 9-14.1(1) is supplemented with the following:

(August 3, 2015 WSDOT GSP)

Topsoil Type A shall meet the following requirements:

1. Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of 5 milliequivalents CEC/100 g dry soil (U.S. EPA Method 9081).

2. Organic content greater than 8-percent but less than 15-percent as measured on a dry weight basis using AASHTO T 267 Determination of Organic Content in Soils by Loss on Ignition.

Topsoil Type A shall be 60-percent to 70-percent *** sandy *** Loam and 40-percent to 30-percent *** fine *** Compost by volume. *** Sandy *** Loam shall be as defined by the US Department of Agriculture Soil Survey Manual - and documented with a Particle Size Analysis from a laboratory that is accredited to perform AASHTO T 88 "Particle Size Analysis of Soils.

The *** fine *** Compost shall conform to the requirements of Section 9-14.4(8).

8-02.3 Construction Requirements

Topsoil

Topsoil Type A

Section 8-02.3(4)A is supplemented with the following:

(August 3, 2015 WSDOT GSP)

Topsoil Type A shall be placed to a non-compacted depth of *** 6 *** inches. The topsoil shall be thoroughly blended prior to placement.

The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.1(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2).

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

Topsoil will be measured by the square yard along the grade and slope of the area covered after application.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(*****)

"Topsoil Type A", per square yard.

The unit Contract price per square yard for "Topsoil Type A" shall be full pay for all costs for the specified Work.

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description

8-12.3 Construction Requirements

Section 8-01.1 is supplemented with the following:

(*****)

Remove, Salvage and Reset Chain Link Gate

The Contractor shall carefully remove the chain link gate as designated in the plans. The gate, gate pieces and hardware shall be removed, stacked and stored. Upon completion of the Maintenance Building Rolling Gate Pad the gate shall be re-installed.

8-12.4 Measurement

Section 8-12.4 is supplemented with the following

(*****)

Remove, Salvage and Reset Chain Link Gate will be measured by each.

8-12.5 Payment

Section 8-12.5 is supplemented with the following:

(*****)

"Remove, Salvage and Reset Chain Link Gate" per each, shall be full payment for removing, salvaging, protecting, storing and resetting the chain link gate.

Add the following to Division 8:

(*****)

Bench Construction

Description

This work consists of furnishing and installing a bench on a concrete base pad as shown in the Plans.

Materials

Bench shall be Webcoat Products 6' Infinity Style Innovated Bench with Back Inground Mount Design. The polyethylene bench color shall be green.

Construction Requirements

Bench shall be installed on concrete base pad as shown on the Plans and per manufacturers' recommendations. Concrete base pad shall be in accordance with WSDOT Standard Specification Section 6-02.

Measurement

"Bench" will be measured per each furnished and installed.

Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"Bench", per each

The unit contract price per each for "Bench" shall be full pay for furnishing all tools, materials, labor, equipment and all other costs necessary to complete the work as specified in the Plans including but not limited to foundations, anchorages, bench, and finishes.

Bus Shelter

Description

This work consists of furnishing and installing a bus shelter on a concrete base pad as shown in the Plans.

Materials

Bus Shelter shall conform to local building codes designed to 90 miles per hour wind load and 20 pounds per square foot live load according to 2009 International Building Code (IBC) and American Society of Civil Engineers (ASCE) 7-05 design codes.

Bus Shelter shall be Americana Building Products 12' x 10' Cherokee Shelter. The shelter roof shall be Aluminum-baked enamel standard color Dark Green. Roof panels shall be standard aluminum alloy 3004-H34, 2 1/2" tall, 24" wide interlocking design with a thickness of 0.032" and standard gutter facia and ridge cap. The shelter frame shall be black.

Construction Requirements

Bus Shelter shall be placed on concrete base pad as shown on the Plans and per manufacturers' recommendations. Concrete base pad shall be in accordance with WSDOT Standard Specification Section 6-02.

Measurement

"Bus Shelter" will be measured per each furnished and installed.

Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"Bus Shelter", per each

The unit contract price per each for "Bus Shelter" shall be full pay for furnishing all tools, materials, labor, equipment and all other costs necessary to complete the work as specified in the Plans including but not limited to foundations, anchorages, grading, and finishes.

<u>(*****)</u>

Storm Drainage Improvements

Description

This work consists of Cleaning, repairing, and/or replacing existing ditch, culvert and other stormwater runoff conveyance components as directed by the Engineer during construction.

Construction Requirements

Storm Drainage Improvements shall be constructed as shown on supplemental Plans as directed by the Engineer and in accordance with the Plans and WSDOT Standard Plans and Specifications.

Measurement

"Storm Drainage Improvements", shall be measured by force account as provided in Section 1-09.

Payment

"Storm Drainage Improvements", by force account as provided in Section 1-09.6 shall include full pay for all labor, materials, tools, and equipment necessary and incidental to the installation of field directed improvements.

MATERIALS

(April 4, 2016) Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 15-048, effective August 3, 2015 is made a part of this contract.

The Standard Plans are revised as follows:

<u>A-30.15</u> DELETED

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

A-60.30

Note 4, was – "If the ACP and membrane is to be removed from the bridge deck, see GSP 023106 for deck preparation before placing new membrane." Is revised to read; "If the ACP and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for deck preparation before placing new membrane."

B-10.20 and B-10.40

Substitute "step" in lieu of "handhold" on plan

B-15.60

Table, Maximum Knockout Size column, 120" Diam., 42" is revised to read; 96"

B-25.20

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-40.40

Note 2, was – "When bolt-down grates are specified in the Contract, provide two slots in the grate that are centered with the holes in the frame. Location of bolt-down slots varies among different manufacturers." Is revised to read; "Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8" (in) – 11 NC x 2" (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturers."

B-55.20

Metal Pipe elevation, title is revised to read; "Metal Pipe and Steel Rib Reinforced Polyethylene Pipe"

B-90.40

Offset & Bend details, add the subtitle, "Plan View" above titles

C-8b

Section A, callout, was – "Grout" is revised to read; "Grout ~ 2" (IN) MAX., callout, was – "Anchor Bolt (TYP.) ~ See Detail" is revised to read; "Anchor Bolt or Rod (TYP.) ~ See Detail", Sheet 2, Detail "A", callout, was – "Anchor Bolt (TYP.) ~ See Detail", is revised to read; "Anchor Bolt or Rod (TYP) ~ See Detail". Anchor Bolt Detail, DELETED – Headed Bolt DETAIL portion of the ANCHOR BOLT DETAIL. Dimension, "5 1/2" MIN. Threads" is deleted. Add dimension, "1" MAX." from top of barrier to bottom of the nut, Callout, was – "1" Diam. Threaded Rod ~ ASTM A 419" is revised to read; "1" (IN) Diam. Threaded Full Length Rod or Bolt ~ ASTM F 1554, Grade 105". Note (Below Title), was – "Galvanize Exposed Anchor Rod End 1' – 9" Min." is revised to read; "Galvanized Anchor Bolt Full Length according to ASTM F 2329". Subtitle – was "Threaded Rod" is revised to read; "Threaded Rod or Bolt", Sheet 2, Anchor Plate detail, callout, was – 1" DIAM. HOLE (TYP.)" IS REVISED TO READ; "1 1/8" (IN) DIAM. HOLE (TYP.)", callout, was – "/2" Plate" is revised to read; "1/2" (IN) Plate ~ ASTM A36

C-1

Assembly Detail, Steel Post, (post) callout – was - "W6 x 9 or W6 x 15" is revised to read; "W6 x 8.5 or W6 x 9 or W6 x 15"

<u>C</u>-10

General Note 1, first sentence, was – "Length of W8 x 35 and W6 x 9 shall be determined by measurement from top of ground to top of grout pad." Is revised to read; "Length of W8 x 35 and W6 x 8.5 or W6 x 9 shall be determined by measurement from top of ground to top of grout pad."

Sheet 1, Post Base Plate Detail, callout, was – "W6 x 9" is revised to read; "W6 x 8.5 or W6 x 9"

Sheet 1, Box Culvert Guardrail Steel Post Type 2 detail, callout, was – "W6 x 9 Steel Post" is revised to read;" "W6 x 8.5 or W6 x 9 Steel Post"

Sheet 1, Post Anchor Attachment Detail, callout, was - "W6 x 9 \sim See Note 1" is revised to read; "W6 x 8.5 or W6 x 9 \sim See Note 1"

Sheet 1, Detail A, callout, was – "W6 x 9 Steel Post ~ See Note 1" is revised to read; "W6 x 8.5 or W6 x 9 Steel Post ~ See Note 1"

Sheet 2, Box Culvert Guardrail Steel Post Type 1, callout, was - "W6 x 9 x 27.5" Steel Post" is revised to read; "W6 x 8.5 x 27.5" (IN) or W6 x 9 x 27.5" (IN) Steel Post" Sheet 2, Detail B, callout, was - "W6 x 9 x 27.5" Steel Post" is revised to read; "W6 x 8.5 x 27.5" (IN) or W6 x 9 x 27.5" (IN) Steel Post"

<u>C-16a</u>

Note 1, reference C-28.40 is revised to C-20.10

<u>C-16b</u>

Note 3, reference C-28.40 is revised to C-20.10

C-22.14

Plan, callout, was – "Location of Post (Without Block) ~ W6 x 9 Steel Post Only" is revised to read; "Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only" Elevation, callout, was – "Location of Post (Without Block) ~ W6 x 9 Steel Post Only" is revised to read; "Location of Post (Without Block) ~ W6 x 8.5 or W6 x 9 Steel Post Only"

C-22.45

Note 1, was – "This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 40 MPH or less." Is revised to read: "This Terminal is FHWA accepted at Test Level Two (TL-2) and may be used in applications with speeds of 45 MPH or less." Plan Title, was – "Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 40 MPH and Below)" is revised to read: "Beam Guardrail Type 31 Non – Flared Terminal Steel Posts (Posted Speed ~ 45 MPH and Below

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20

Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25

Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32q.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12

Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and Gutter Section"

F-10.40

"EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted

F-10.42

DELETE - "Extruded Curb at Cut Slope" View

G-24.40

Sheet 1, Elevation (upper left corner), callout, was – "Sign Brace~ 36" (IN) or larger in width required (See Standard Plan G-50.10)" is revised to read; "Sign Brace (See Standard Plan G-50.10)" Sheet 3, Elevation (upper left corner), callout, was – "Sign Brace~ 36" (IN) or larger in width required (See Standard Plan G-50.10)" is revised to read; "Sign Brace (See Standard Plan G-50.10)"

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

1-80.10

Stabilized Construction Entrance, Isometric View, add Note to read; "Note: At the discretion of the contractor, smaller rock may be used to fill in voids between the quarry spalls to create a walking pathway for crossing the construction entrance."

<u>J-3</u> DELETED <u>J-3b</u> DELETED

<u>J-3C</u> DELETED

J-10.21

Note 18, was – "When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details." Is revised to read; "When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details."

J-10.22

Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305." Is revised to read; "Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel."

Key Note 4, "Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt "T" rated). Is revised to read: "Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt "T" rated)."

Key Note 14, was – "Hinged dead front with ¼ turn fasteners or slide latch." Is revised to read; "Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s)."

Key Note 15, was – "Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b." is revised to read; "Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details."

J-20.10

Add Note 5, "5. One accessible pedestrian signal assembly per pedestrian pushbutton post."

J-20.11

Sheet 2, Foundation Detail, Elevation, callout – "Type 1 Signal Pole" is revised to read: "Type PS or Type 1 Signal Pole"

Sheet 2, Foundation Detail, Elevation, add note below Title, "(Type 1 Signal Pole Shown)" Add Note 6, "6. One accessible pedestrian signal assembly per pedestrian pushbutton post."

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was - LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the $2\frac{1}{2}$ " CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 $\frac{1}{2}$ " DIAM., is revised to read; CHASE NIPPLE ~ 1 $\frac{1}{2}$ " (IN) DIAM.

<u>J-21.16</u>

Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 $\frac{1}{2}$ " DIAM. is revised to read; CHASE NIPPLE ~ 1 $\frac{1}{2}$ " (IN) DIAM.

J-28.45

Steel Light Standard Elbow Detail, dimension, was – "1-1/2" MAX." is revised to read; 2" MAX.. callout, was - "1.00 - 8 UNC x 8" (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate washers, and a round washer (Typ.) (Galvanized AASHTO M232)"is revised to read; "1.00 – 8 UNC x 8 1/2" (IN) long bolt threaded full length (ASTM A325 or F1554 GR. 105) with two heavy hex nuts, two plate washers, and a round washer (Typ.) (Galvanized per AASHTO F2329)". callout, was -"3/16" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam, hole ~ cement to flange plate and trim outside edge flush" is revised to read; "3/16" (IN) or 1/4" (IN) thick preformed "Fabreeka" fabric pad with 5" (IN) diam. hole ~ cement to flange plate and trim outside edge flush". Exploded Isometric View, callout, was - "1" (IN) Diam. Heavy Hex Bolt (Typ.)" is revised to read;1" Diam. Bolt (Typ.). Section B, callout, was - "3 1/2" (IN) x 3/16" (IN)(17" (IN)..." is revised to read; "4" (IN) x 3/16" (IN)(17" (IN)...". Typical Sections, two traffic barrier views, add dimension [from the top of the pole base plate to the bottom of the Hand Hole]"6" MIN.". all three views, callout, was - "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A325 or F1554 GR. 105)" is revised to read; "1" (IN) Diam. H. S. bolt w/ hardened lock washer and nut (Typ.) (ASTM A449 or F1554 GR. 105)".

J-28.50

Section D, callout, was – Backup Strip (ref. to key note 3) is revised to read; "Continuous Backup Strip (ref. to key note 3)"

Key Note 3, was $-\frac{1}{4}$ " Thick, or No thinner than pole wall thickness. Tack weld or seal weld to Base plate. Is revised to read; "1/4" Thick, or No thinner than Pole wall thickness. Tack weld in root or continuous seal weld to Base plate or Pole wall."

J-28.60

Section B, callout, was – "Continuous Back-up ring – 1/4" or no thinner than pole wall thickness ~ tack weld to plate" is revised to read; "Continuous Back-up ring ~ 1/4" or no thinner than pole wall thickness ~ tack weld in root or continuous seal weld to base plate or pole wall"

J-28.70

Detail C, dimension, 2" MAX. is revised to read: 1" MAX. Detail D, dimension, 2" MAX. is revised to read: 1" MAX.

J-29.10

Galvanized Welded Wire Mesh detail, callout – "Drill and Tap for 1/4" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer" Is revised to read;

"*Drill and Tap $\frac{1}{4}$ " (IN) Diam. x 1" (IN) Cap Screw with washer ~ space approx.. 9" o.c. ~ Liberally coat threads with Anti-seize compound (TYP.)"

Add Boxed note: * Bolts, Nuts, and washers ~ ASTM F593 or A193 Type 304 or Type 316 Stainless Steel (S.S.)

J-29.15

Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

J-29-16

Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

J-90.10

Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

<u>J-90.20</u>

Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

K-80.10

Sign Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN. Sign Installation (Sidewalk and Curb Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.

Sign Installation (Behind Traffic Barrier Section), Delete dimensions - 6' TO 12' MIN. and 6' MIN.

Sign with Supplemental Plaque Installation (Fill Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN.

Sign Installation (Ditch Section), dimension, 6' TO 12' MIN. is revised to read: 12' MIN. Delete dimension – 6' MIN.

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10

Layout, dimension (from stop bar to "X"), was – 23' is revised to read; 24'

A 20 25 00

M-20.30

A 10 10 00

Sheet 2, Plan View, One-Way Roadway Recessed Pavement Marker Details, ONE-WAY TRAFFIC arrow symbol, is revised to point in the opposite direction (towards the rpm)

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

10/10/07

A EO OO O1

0.00100

| A-10.10-008/7/07 | A-30.35-0010/12/07 | A-50.20-019/22/09 |
|-------------------|--------------------|---------------------|
| A-10.20-0010/5/07 | A-40.00-008/11/09 | A-50.30-0011/17/08 |
| A-10.30-0010/5/07 | A-40.10-0312/23/14 | A-50.40-0011/17/08 |
| A-20.10-008/31/07 | A-40.15-008/11/09 | A-60.10-0312/23/14 |
| A-30.10-0011/8/07 | A-40.20-0312/23/14 | A-60.20-0312/23/14 |
| | A-40.50-0212/23/14 | A-60.30-0011/8/07 |
| A-30.30-016/16/11 | A-50.10-0011/17/08 | A-60.40-008/31/07 |
| | | |
| B-5.20-016/16/11 | B-30.50-014/26/12 | 2 B-75.20-016/10/08 |
| B-5.40-016/16/11 | B-30.70-034/26/12 | 2 B-75.50-016/10/08 |
| B-5.60-016/16/11 | B-30.80-006/8/06 | 6 B-75.60-006/8/06 |
| B-10.20-012/7/12 | B-30.90-019/20/07 | B-80.20-006/8/06 |
| B-10.40-006/1/06 | B-35.20-006/8/06 | B-80.40-006/1/06 |
| B-10.60-006/8/06 | B-35.40-006/8/06 | B-82.20-006/1/06 |
| B-15.20-012/7/12 | B-40.20-006/1/06 | B-85.10-016/10/08 |
| B-15.40-012/7/12 | B-40.40-016/16/10 | B-85.20-006/1/06 |
| B-15.60-012/7/12 | B-45.20-006/1/06 | B-85.30-006/1/06 |
| B-20.20-023/16/12 | B-45.40-006/1/06 | B-85.40-006/8/06 |
| B-20.40-033/16/12 | B-50.20-006/1/06 | B-85.50-016/10/08 |
| | | |

0/7/07

| B-20.60-033/15/12 | B-55.20-006/1/06 | B-90.10-006/8/06 |
|-------------------|---------------------|-------------------|
| B-25.20-013/15/12 | B-60.20-006/8/06 | B-90.20-006/8/06 |
| B-25.60-006/1/06 | B-60.40-006/1/06 | B-90.30-006/8/06 |
| B-30.10-014/26/12 | B-65.20-014/26/12 | B-90.40-006/8/06 |
| B-30.20-024/26/12 | B-65.40-006/1/06 | B-90.50-006/8/06 |
| B-30.30-014/26/12 | B-70.20-006/1/06 | B-95.20-012/3/09 |
| B-30.40-014/26/12 | B-70.60-006/1/06 | B-95.40-006/8/06 |
| | | |
| C-16/16/11 | C-65/30/97 | C-23.60-036/11/14 |
| C-1a7/14/15 | C-6a10/14/09 | C.24.10-016/11/14 |
| C-1b7/14/15 | C-6c1/6/00 | C-25.18-057/14/15 |
| C-1c5/30/97 | C-6d5/30/97 | C-25.20-067/14/15 |
| C-1d10/31/03 | C-6f7/25/97 | C-25.22-057/14/15 |
| C-21/6/00 | C-76/16/11 | C-25.26-037/14/15 |
| C-2a6/21/06 | C-7a6/16/11 | C-25.80-036/11/14 |
| C-2b6/21/06 | C-82/10/09 | C-40.14-027/2/12 |
| C-2c6/21/06 | C-8a7/25/97 | C-40.16-027/2/12 |
| C-2d6/21/06 | C-8b6/27/11 | C-40.18-027/2/12 |
| C-2e6/21/06 | C-8e2/21/07 | C-70.10-016/17/14 |
| C-2f3/14/97 | C-8f6/30/04 | C-75.10-016/11/14 |
| C-2g7/27/01 | C-106/3/10 | C-75.20-016/11/14 |
| C-2h3/28/97 | C-16a6/3/10 | C-75.30-016/11/14 |
| C-2i3/28/97 | C-16b6/3/10 | C-80.10-016/11/14 |
| C-2j6/12/98 | C-20.10-037/14/15 | C-80.20-016/11/14 |
| C-2k7/27/01 | C-20.14-036/11/14 | C-80.30-016/11/14 |
| C-2n7/27/01 | C-20.15-026/11/14 | C-80.40-016/11/14 |
| C-2o7/13/01 | C-20.18-026/11/14 | C-80.50-004/8/12 |
| C-2p10/31/03 | C-20.19-026/11/14 | C-85.10-004/8/12 |
| C-37/2/12 | C-20.40-057/14/15 | C-85.11-004/8/12 |
| | C-20.41-017/14/15 | |
| C-3a10/4/05 | C-20.42-057/14/15 | C-85.14-016/11/14 |
| C-3b6/27/11 | C-20.45.017/2/12 | C-85.15-016/30/14 |
| C-3c6/27/11 | C-22.14-036/11/14 | C-85.16-016/17/14 |
| C-4b6/8/06 | C-22.16-057/14/15 | C-85-18-016/11/14 |
| C-4e10/23/14 | C-22.40-0410/23/14 | C-85.20-016/11/14 |
| | C-22.41-0110/23/14 | |
| C-4f7/2/12 | C-22.45-0110/23/14 | C-90.10-007/3/08 |
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| D-2.04-0011/10/05 | | -3.17-015/17/12 |
| D-2.06-011/6/09 | | -412/11/98 |
| D-2.08-0011/10/05 | | -66/19/98 |
| D-2.14-0011/10/05 | D-2.68-0011/10/05 D | -10.10-0112/2/08 |
| D-2.16-0011/10/05 | | -10.15-0112/2/08 |
| D-2.18-0011/10/05 | D-2.82-0011/10/05 D | -10.20-007/8/08 |

| D-2.20-0011/10/05 D-2.32-001/10/05 D-2.34-011/6/09 D-2.36-036/11/14 D-2.42-0011/10/05 D-2.44-0011/10/05 D-2.60-0011/10/05 D-2.62-0011/10/05 D-2.46-016/11/14 | D-2.84-0011/10/05 D-2.86-0011/10/05 D-2.88-0011/10/05 D-2.92-0011/10/05 D-3.09-005/17/12 D-3.10-015/29/13 D-3.11-036/11/14 D-3.15-026/10/13 D-3.16-025/29/13 | D-10.25-007/8/08 D-10.30-007/8/08 D-10.35-007/8/08 D-10.40-0112/2/08 D-10.45-0112/2/08 D-15.10-0112/2/08 D-15.20-026/2/11 D-15.30-0112/02/08 |
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| E-12/21/07 | | |
| E-25/29/98 | E-4a8/27/03 | |
| F-10.12-036/11/14 | F-10.62-024/22/14 | F-40.15-026/20/13 |
| F-10.16-0012/20/06 | F-10.64-034/22/14 | F-40.16-026/20/13 |
| F-10.18-006/27/11 | F-30.10-036/11/14 | F-45.10-016/21/12 |
| F-10.40-026/21/12 | F-40.12-026/20/13 | F-80.10-036/11/14 |
| F-10.42-001/23/07 | F-40.14-026/20/13 | |
| G-10.10-009/20/07 | G-24.60-046/23/15 | G-70.20-026/10/13 |
| G-20.10-026/23/15 | G-25.10-046/10/13 | G-70.30-026/10/13 |
| G-22.10-037/10/15 | G-30.10-046/23/15 | G-90.10-015/11/11 |
| G-24.10-0011/8/07 | G-50.10-026/23/15 | G-90.20-037/10/15 |
| G-24.20-012/7/12 | G-60.10-036/18/15 | G-90.30-023/22/13 |
| G-24.30-012/7/12 | G-60.20-026/18/15 | G-90.40-0110/14/09 |
| G-24.40-056/23/15 | G-60.30-026/18/15 | G-95.10-016/2/11 |
| G-24.50-036/17/14 | G-70.10-036/18/15 | G-95.20-026/2/11 |
| | | G-95.30-026/2/11 |
| H-10.10-007/3/08 | H-32.10-009/20/07 | H-70.10-012/7/12 |
| H-10.15-007/3/08 | H-60.10-017/3/08 | H-70.20-012/16/12 |
| H-30.10-0010/12/07 | H-60.20-017/3/08 | H-70.30-022/7/12 |
| I-10.10-018/11/09 | I-30.20-009/20/07 | I-40.20-009/20/07 |
| I-30.10-023/22/13 | I-30.30-016/10/13 | I-50.20-016/10/13 |
| I-30.15-023/22/13 | I-30.40-016/10/13 | I-60.10-016/10/13 |
| I-30.16-003/22/13 | I-30.60-005/29/13 | I-60.20-016/10/13 |
| I-30.17-003/22/13 | I-40.10-009/20/07 | I-80.10-018/11/09 |
| | J-26.15-015/17/12 J-26.20-006/11/14 | J-40.40-005/20/13 |
| | J-27.10-003/15/12 | J-50.10-006/3/11 |
| | J-27.15-003/15/12 | J-50.11-006/3/11 |
| J-107/18/97 | J-28.10-015/11/11 | J-50.12-006/3/11 |

| J-10.10-036/3/15 J-10.15-016/11/14 J-10.16-006/3/15 J-10.17-006/3/15 J-10.20-006/3/15 J-10.21-006/3/15 | J-28.22-008/07/07 J-28.24-016/3/15 | J-50.15-006/3/11 J-50.16-013/22/13 |
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| J-15.10-016/11/14 | J-28.30-036/11/14 | J-50.25-006/3/11 |
| J-15.15-027/10/15 | J-28.40-026/11/14 | J-50.30-006/3/11 |
| | J-28.42-016/11/14 | J-60.05-006/16/11 |
| | J-28.43-006/11/14 | |
| | J-28.45-026/11/14 | J-60.11-005/20/13 |
| J-20.10-036/30/14 | J-28.50-026/2/11 | J-60.12-005/20/13 |
| J-20.11-026/30/14 | J-28.60-016/2/11 | J-60.13-006/16/10 |
| J-20.15-036/30/14 | J-28.70-015/11/11 | J-60.14-006/16/10 |
| J-20.16-026/30/14 | J-29.10-006/27/11 | J-75.10-027/10/15 |
| J-20.20-025/20/13 | J-29.15-006/27/11 | J-75.20-017/10/15 |
| J-20.26-017/12/12 | J-29.16-016/20/13 | J-75.30-027/10/15 |
| | J-30.10-006/18/15 | |
| J-21.10-046/30/14 | J-40.10-035/20/13 | J-75.40-016/11/14 |
| | | J-75.41-006/11/14 |
| J-21.15-016/10/13 | J-40.20-026/11/14 | J-75.45-016/11/14 |
| J-21.16-016/10/13 | J-40.30-035/20/13 | J-90.10-016/27/11 |
| J-21.17-016/10/13 | J-40.35-015/29/13 | J-90.20-016/27/11 |
| J-21.20-016/10/13 | J-40.36-015/20/13 | J-90.21-006/30/14 |
| J-22.15-027/10/15 | J-40.37-015/20/13 | |
| J-22.16-037/10/15 | J-40.38-015/20/13 | |
| J-26.10-023/15/12 | J-40.39-005/20/13 | |
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| K-70.20-002/15/07 K-80.10-002/21/07 K-80.20-0012/20/06 K-80.30-002/21/07 K-80.35-002/21/07 K-80.37-002/21/07 | | |

| L-10.10-026/21/12 L-20.10-037/14/15 L-30.10-026/11/14 | L-40.10-026/21/12 L-40.15-016/16/11 L-40.20-026/21/12 | L-70.10-015/21/08 L-70.20-015/21/08 |
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| M-1.20-036/24/14 M-1.40-026/3/11 M-1.60-026/3/11 M-1.80-036/3/11 M-2.20-037/10/15 | M-9.60-002/10/09 M-11.10-011/30/07 M-15.10-012/6/07 M-17.10-027/3/08 M-20.10-026/3/11 | M-40.10-036/24/14 M-40.20-0010/12/07 M-40.30-009/20/07 M-40.40-009/20/07 M-40.50-009/20/07 |
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