



# THE CONTRACT AGREEMENT

FOR

QUIL CEDA VILLAGE REMEDY GRINDER PUMP STATION

**TULALIP TRIBES BID SOLICITATION PROJECT# QCV-CP-23-009**

This agreement (the "Contract") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Consolidated Borough of Quil Ceda Village, 8802 27th Avenue NE, Tulalip, WA 98271, hereinafter referred to as "Owner", and \_\_\_\_\_ (Insert Contractor name and address) hereinafter referred to as "Contractor".

**WITNESSETH**, that the Contractor and the Owner 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 (as that term is defined in Section Six of this Contract). Contractor shall perform the following described work in accordance with this Contract and the scope of work (the "Work"), incorporated as Quil Ceda Village Project# QCV-CP-23-009: Quil Ceda Village Remedy Grinder Pump Station.

The Quil Ceda Village Remedy Grinder Pump Station Project includes construction of a grinder pump station (E-One) and approximately 215 linear feet of 1.25-inch-diameter sewer force main. The force main is installed inside an existing gravity main. The grinder pump station consists of a duplex submersible pump package, a 48-inch Type 3 manhole, and an alarm panel (the "Project"). The Project also includes traffic control and restoration of approximately 100 square feet of landscaping.

The Project is located on the Tulalip Tribes Reservation.

## SECTION TWO CONTRACT PRICE

The Owner agrees to pay Contractor for the Work described a total contract price of \$\_\_\_\_\_ (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with the bid unit price amounts listed in the bid proposal, provisions of this Contract and of any other documents to which this Contract is subject. Contractor shall be entitled to full payment when Work is completed and approved by the Owner. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract.

### **SECTION THREE PAYMENTS**

The Owner shall make payment for a portion of the Work to the Contractor no later than thirty (30) days after the Owner's accounting department begins processing Contractor's invoice for that Work. Such processing shall begin after Contractor presents the invoices and deliverables to the Owner's Contract Officer and/or Construction Director and the Contract Officer and Construction Director submits written approval to the accounting department for payment based on an inspection of the Work. Payment by the Owner does not constitute a waiver of any claims by the Owner against Contractor concerning or arising out of this Contract. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

Contractor agrees to maintain for inspection by the Owner for three years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this Contract, 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 Contract.

In the event payment for Work performed under this Contract 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 Owner.

Contractor shall not be entitled to any interest on any amount found due and owing 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 Contract unless a different date is made for the date to be fixed in a notice to proceed issued by the Owner (the "Notice to Proceed"). This Contract shall become effective upon its signing by the Owner, the Contract Officer and Contractor.

The contract time (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 (the "Contract Completion") can occur on or before **FIFTY (50) Working Days** from the date of the Notice to Proceed, unless the Contractor timely requests and the Owner 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 Owner 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 Owner shall be entitled to retain or recover from the Contractor, as liquidated damages (the "Liquidated Damages"), and not as a penalty, the applicable amount set forth in the 2023 WSDOT Standard Specifications and the Special Provisions for each and every day or portion of a day thereafter until Contract Completion, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

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

## **SECTION SIX CONTRACT DOCUMENTS**

The contract documents (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 Owner and Contractor is based, in accordance with which the Work is to be done, are as follows:

1. This agreement, together with such supplementary agreements and conditions as are attached hereto;
2. Proposal (Form of Bid);
3. Table of Contents;
4. Division 0 – Bidding Requirements, Contract Forms, and Conditions of Contract, complete;
5. Division 1 – General Requirements complete;
6. The Tulalip Code, Chapter 9.05 – TERO Code;
7. Addendum No \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_; and
8. Addendum No \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_\_.

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 Contract, 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 Contract constitutes or shall be construed as a waiver of the Owner's sovereign immunity. This Contract shall not be valid unless each and every signature designated below is affixed.

## **SECTION SEVEN AUTHORITY OF OWNER'S REPRESENTATIVE(S)**

The Owner's representative designated as the Contract Officer and/or Construction Director authorized to administer and implement the terms and conditions of this Contract is,

Jereme Gobin  
Quil Ceda Village Utilities  
8802 27th Ave NE  
Tulalip, WA 98271

The Owner's representative designated as Project Manager authorized to directly supervise the engineering and administration of the Project is **Jereme Gobin**.

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

## **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 they have inspected and is familiar with the work site and the local conditions under which the Work is to be performed. Contractor shall be solely responsible for all construction 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 they are 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 their workers and agrees not to employ for work on the Project any person unfit or without sufficient skill to perform the job for which they were 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). Portions of this Project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the Work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Tulalip Tribes. WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retail service (e.g. construction services) is performed for the member or tribe in Indian country. In the case of retail service that is performed on and off Indian country, only the portion of the Contract that relates to Work done in Indian country is excluded from tax. The Work done for a tribe or Indian outside of Indian country, for example a road work that extends outside of Indian country, is subject to retail sales tax.

- 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, they shall notify the Owner, through the Construction Director, 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 Owner that all equipment and materials used in the Work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.
- i. 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 Owner or the Contract Officer and/or Construction Director 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 their work or that of their subcontractors, and further shall remove all such waste materials and rubbish on termination of the Project, together with all their tools, equipment and machinery.
- l. Indemnity and hold harmless agreement. Contractor agrees to indemnify and hold harmless the Owner, 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 Owner 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 Owner, its employees, and their agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this Contract. Contractor shall reimburse the Owner for all costs reasonably incurred to defend the Owner against such claims through attorneys of the Owner's choice.
- n. Contractor shall promptly notify the Owner, through the Contract Officer and/or Construction Director, of any litigation arising from or affecting its operations under this Contract, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign its rights under this Contract without first obtaining the Owner's 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 Owner harmless therefrom.
- 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 (the "Compliance Plan") to the Contract Officer and/or Construction Director.
- 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 Contract Officer and/or Construction Director of any such finds. The Contract Officer and/or Construction Director 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 Owner.
- s. The Contractor shall, whether or not federal or state funds are involved, without additional expense to the Owner, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Contract. 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 Owner, its employees, and their agents harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or their 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 Time may be extended by a change order from the Owner, through the Contract Officer and/or Construction Director, for such reasonable time as the Owner 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. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes made in the time of performance directly attributable to the Force Majeure Event, as defined below, provided it makes a notice of claim in accordance with this Section. However, Contractor shall not be entitled to any adjustment in the Contract Price resulting from a Force Majeure Event.

As used herein, a "Force Majeure Event" is an event, circumstance or condition that was unforeseeable and beyond the control of either party or their respective contractors, subcontractors, or suppliers at any tier below them. Force Majeure Events include but are not limited to:

- (i) Acts of God or public enemy;
- (ii) Acts or omissions of any government entity;
- (iii) Fire or other casualty for which Contractor or its subcontractors at any tier were not responsible;
- (iv) Quarantine or epidemic;
- (v) Strike or defensive lockout; and
- (vi) Unusually Severe Weather Conditions which could not have been reasonably anticipated.

"Unusually Severe Weather Condition" as used in this Section means weather that is more severe than the adverse weather anticipated for the project site during any given season. Unusually Severe Weather Condition as used in the prior sentence means the atmospheric conditions at the definite time and place, as measured by the National Climatic Data Center station closest to the project site, that are unfavorable to construction activities. Unusually Severe Weather Conditions must actually cause a delay to the completion of the Work and the critical path. The delay must be beyond the control and without the fault or negligence of the Contractor. For any claims related to an Unusually Severe Weather Condition, the Contractor must comply with and make a notice of claim in accordance with this Section.

Any request by the Contractor for an extension of time shall be made in writing to the Owner, through the Contract Officer and/or Construction Director, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Owner 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 Contract Officer and/or Construction Director request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Contract Officer and/or Construction Director, be uncovered for the Contract Officer and/or Construction Director'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 Contract Officer and/or Construction Director has not specifically requested to examine prior to its being covered, the Contract Officer and/or Construction Director 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 Owner. 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 Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

When it appears to any authorized representative of the Owner 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 Owner, 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 Owner 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 Owner. 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 Owner shall be determined by the mutual agreement of the parties to the Contract.

## **SECTION TWELVE TERMINATION**

The Owner may terminate this Contract on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Owner may immediately suspend operations under this Contract by written notice of any breach. Suspension shall continue until the Owner' 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 Owner may, without further notice, terminate all rights of Contractor under this Contract.

Any failure by the Owner to suspend or terminate this Contract in case of breach shall not waive Contractor's duty to perform strictly in accordance with this Contract. 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**

Owner's Limited Waiver of Sovereign Immunity; Consent to Jurisdiction. By signing this Contract, The Owner neither waives, limits, nor modifies its sovereign immunity from any lawsuit, except as expressly provided in this Section Thirteen. The Owner hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) for arbitration of Claims (the "Claim" or "Claims") arising out of or related to this Contract, but only pursuant to subsections (b), (c), (d), (e) and (f) below, and to that extent, irrevocably consents to and submits itself to the jurisdiction of the tribal court of the Tulalip Tribes ("Tribal Court") for the purposes of compelling arbitration of a Claim, confirming an arbitration award or collecting sums due and owing pursuant to and otherwise enforcing any award or judgment. This limited waiver and consent are expressly limited to the following limitations and qualifications:

- a. If the parties do not resolve any dispute through direct negotiation, either party shall submit the matter to mediation with a professional mediation service mutually agreed upon by the parties, as a condition precedent to arbitration. Persons with authority to resolve the dispute shall be present at the mediation. If the parties do not otherwise agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall share the mediator's fee, filing fees and associated costs equally.
- b. If, within 30 days of any such submission by either party, the mediation has not resulted in a resolution of the dispute, either party may submit the dispute to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and the Federal Arbitration Act; provided, however, that the party demanding arbitration shall serve upon the other party, personally or by registered mail, a written notice of intention to arbitrate. Such notice must state in substance that unless within (20) twenty days after its service, the party served therewith shall file a motion to stay the arbitration, such party shall thereafter be barred from putting in issue the existence or validity of the Contract or the agreement to arbitrate.
  1. The Construction Industry Rules of the American Arbitration Association, R-51(c) shall be amended to read: "parties to these rules will be deemed to have consented that judgment upon the arbitration award may be entered in the Tulalip Tribal Court;"
- c. In the event arbitration to resolve a dispute is necessary, the party seeking arbitration shall send a written notice that shall contain a detailed written statement of the claim and the parties shall meet as soon as practicable but not less than thirty (30) days after receipt of the written notice and attempt to agree on an arbitrator to decide the matter at issue.

- d. Selection of the arbitrators shall be pursuant to the following:
1. Any such arbitration shall take place before a single arbitrator if the aggregate value of the Claim and any counterclaim is less than \$200,000, exclusive of costs and attorney fees. The parties shall endeavor to mutually agree on the arbitrator. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the State of Washington and shall be experienced in the field of construction. If the parties are unable to agree upon the selection of an arbitrator within twenty (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. For any Claim and counterclaim having an aggregate value of \$200,000 or more, a panel of three (3) arbitrators shall be appointed unless both parties mutually agree to a single arbitrator. Each of the parties shall designate one arbitrator and the third arbitrator, who shall be a lawyer with experience in construction disputes, shall be selected by the arbitrators designated by the parties. If the two selected arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the Chief Judge of the Tulalip Tribal Court.
- e. Following the initiation of arbitration, the parties shall cooperate in the exchange of information relating to the Claim, being guided by the scope of the applicable rules of discovery under the Federal Rules of Civil Procedure for the Federal District Courts including the local rules adopted by the Western District of Washington. Discovery shall not include interrogatories or requests for admission. The parties shall freely exchange documents relevant to the Claim and depositions shall be limited to those reasonably necessary for each party to prepare for or defend against the Claim. Disputes regarding discovery shall be resolved by the arbitrator or, where there is an arbitration panel, by the Chair.
- f. Arbitration may include by consolidation, joinder or in any other matter, an additional person or entity who is, or may be involved in, the Claim, including but not limited to the Designer of Record, lower-tiered contractors and/or suppliers, and consultants retained by the Designer of Record or Contractor. In order to effectuate the purposes of this Section Eleven, (f), the Contractor shall incorporate by reference the provisions of this Section Eleven, (f) in each lower-tiered contract.
- g. In the event of arbitration between the parties hereto, declaratory or otherwise relating to the Contract Documents, and notwithstanding any other provisions therein, (1) each party shall bear its own costs and attorneys' fees if the aggregate value of the Claim and any counterclaim is less than \$200,000 and (2) the losing party shall pay all costs and attorneys' fees actually incurred by the substantially prevailing party if the aggregate value of the Claim and any counterclaim is \$200,000 or more. The parties covenant and agree that they intend by clause (2) of the preceding sentence to award the amount of attorney's fees actually incurred by the prevailing party, and that said clause (2) shall constitute an instruction to the Arbitrator that such fees shall be deemed reasonable.
- h. A demand for arbitration shall be made within the time limits specified in this Section Thirteen as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred

by the applicable statute of limitations as determined pursuant to subsections (h.1), (h.2) and (h.3) below:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
  2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
  3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Contract Warranty provisions, the date of any correction of the Work or failure to correct the Work by the Contractor under the Contract Corrections of the Work provisions, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.
- i. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
  - j. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the Tribal Court.
  - k. This limited waiver of sovereign immunity is solely for the benefit of the Contractor (and Subcontractors whose claims are sponsored by the Contractor, if any) and surety, and the Owner, by granting this limited waiver to the Contractor and surety, does not otherwise waive its sovereign immunity.
  - l. The award rendered by the arbitrator shall be final. Judgment on any arbitration award may be entered in and enforced by the Tribal Court as provided in this section. The Contractor and the Owner shall comply with the arbitration award and shall not seek further remedy or appeal.

## **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 Owner, WSDOT, 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. Contractor shall provide insurance coverage and limits as indicated in the Special Provisions, Section 1-07.18 Public Liability and Property Damage Insurance

### **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 Owner 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 Owner 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 Owner 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 Owner's 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.



## **SECTION SEVENTEEN OTHER PROVISIONS**

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

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

Neither the Owner nor Contractor shall delegate, assign, sublet or transfer their duties or interest in this Contract 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 Contract.

The negotiation and execution of this Contract 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 Owner to assert any claim or right at any time under this Contract shall not waive its right to assert any claim or right at a later time.

---

*(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)*

IN WITNESS WHEREOF, the parties have executed this Contract at the Tulalip Indian Reservation, Washington, on the date first above written.

**APPROVED BY CONTRACTOR:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Print Name & Title)

By: \_\_\_\_\_  
(Authorized Signature)

**APPROVED BY THE OWNER:**

**Quil Ceda Village Council President:**

\_\_\_\_\_  
(Print Name & Title)

By: \_\_\_\_\_  
(Authorized Signature)

**Quil Ceda Village Clerk:**

\_\_\_\_\_  
(Print Name & Title)

By: \_\_\_\_\_  
(Authorized Signature)

**ATTACHMENT 01**  
**CONTRACT SPECIFICATIONS**

(page left blank)

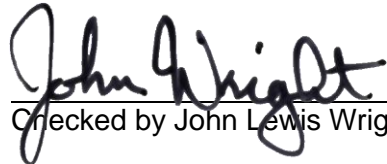
## CERTIFICATION

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



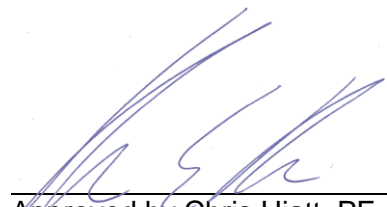
---

Prepared by Chris Hiatt, PE



---

Checked by John Lewis Wright, III, PE



---

Approved by Chris Hiatt, PE

This Page Intentionally Left Blank

# TABLE OF CONTENTS

## **DIVISION 0 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF CONTRACT**

NOTICE TO BIDDERS	
CONFIDENTIALITY AGREEMENT	
Form of BID GUARANTY AND CONTRACT BOND	
STATEMENT OF INTENDED SURETY	
BID PROPOSAL BOND	
PAYMENT BOND	
PERFORMANCE BOND	
INTERIM WAIVER AND RELEASE OF CLAIMS	
FINAL WAIVER AND RELEASE OF CLAIMS	
BUYERS' RETAIL SALES TAX EXEMPTION CERTIFICATE	

## **SPECIAL PROVISIONS**

INTRODUCTION TO THE SPECIAL PROVISIONS .....	SP-1
--	------

## **DIVISION 1 GENERAL REQUIREMENTS**

DESCRIPTION OF WORK .....	SP-3
1-01 DEFINITIONS AND TERMS .....	SP-3
1-02 BID PROCEDURES AND CONDITIONS .....	SP-8
1-03 AWARD AND EXECUTION OF CONTRACT .....	SP-10
1-04 SCOPE OF THE WORK .....	SP-11
1-05 CONTROL OF WORK .....	SP-11
1-06 CONTROL OF MATERIAL.....	SP-18
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC .....	SP-20
1-08 PROSECUTION AND PROGRESS.....	SP-39
1-09 MEASUREMENT AND PAYMENT .....	SP-46
1-10 TEMPORARY TRAFFIC CONTROL.....	SP-47

## **DIVISION 2 EARTHWORK**

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP .....	SP-51
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS .....	SP-52
2-03 ROADWAY EXCAVATION AND EMBANKMENT .....	SP-53
2-04 HAUL.....	SP-54
2-07 WATERING .....	SP-55
2-09 STRUCTURE EXCAVATION.....	SP-55
2-11 TRIMMING AND CLEANUP .....	SP-56

## **DIVISION 3 AGGREGATE PRODUCTION AND ACCEPTANCE**

3-01 PRODUCTION FROM QUARRY AND PIT SITES .....	SP-57
3-02 STOCKPILING AGGREGATES.....	SP-57

---

## TABLE OF CONTENTS (CONTINUED)

---

### DIVISION 4 BASES

4-04	BALLAST AND CRUSHED SURFACING.....	SP-59
------	------------------------------------	-------

### DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-05	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS .....	SP-61
7-08	GENERAL PIPE INSTALLATION REQUIREMENTS .....	SP-61
7-16	LIFT STATION COMPLETE NEW SECTION .....	SP-65
7-17	SANITARY SEWERS.....	SP-73

### DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01	EROSION CONTROL AND WATER POLLUTION CONTROL .....	SP-75
------	---	-------



# The Consolidated Borough of Quil Ceda Village

## Notice to Bidders

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

### **Consolidated Borough of Quil Ceda Village Project No.: QCV-CP-23-009**

**The Quil Ceda Village Remedy Grinder Pump Station** project in accordance with the Drawings and Specifications prepared by: Parametrix 253-604-6759, [chiatt@parametrix.com](mailto:chiatt@parametrix.com). The Utilities Manager for the Project is Jereme Gobin, 360-716-5000, [jeremegobin@tulaliptribes-nsn.gov](mailto:jeremegobin@tulaliptribes-nsn.gov).

The Quil Ceda Village Remedy Grinder Pump Station Project includes construction of a grinder pump station (E-One) and approximately 215 linear feet of 1.25-inch-diameter sewer force main. The force main is installed inside an existing gravity main. The grinder pump station consists of a duplex submersible pump package, a 48-inch Type 3 manhole, and an alarm panel. The project also includes traffic control and restoration of approximately 100 square feet of landscaping.

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

Sealed bids will be received for: Quil Ceda Village Remedy Grinder Pump Station until July 28, 2023, at 2 pm, at which time, all bids will be opened and read aloud at the Consolidated Borough of Quil Ceda Village's Office. All required bid documentation shall be submitted to the Consolidated Borough of Quil Ceda Village's Office by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to the Tulalip TERO Site: <https://www.tulaliptero.com/InvitationToBid/TheTulalipTribes> or the Builders Exchange Site: [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Tribal Agencies – Tulalip Tribes". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through [bxwa.com](http://bxwa.com) is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

This Page Is Intentionally Left Blank

# The Consolidated Borough of Quil Ceda Village

## CONFIDENTIALITY AGREEMENT

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

*I / we, the undersigned, have been provided certain confidential and proprietary information ("Confidential Information") regarding the Consolidated Borough of Quil Ceda Village for the Project identified as Quil Ceda Village Remedy Grinder Pump Station, Quil Ceda Village Project No.: QCV-CP-23-009 ("Project"). "Confidential Information" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.*

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

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

Agreed to and accepted:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

DATE: \_\_\_\_\_

This Page Is Intentionally Left Blank

## The Consolidated Borough of Quil Ceda Village

### FORM OF BID GUARANTY AND CONTRACT BOND

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

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

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

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

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

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

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

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

**SURETY AGENT:**

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

## The Consolidated Borough of Quil Ceda Village

### STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

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

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY:**

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

**SURETY AGENT:**

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

This Page Is Intentionally Left Blank



## The Consolidated Borough of Quil Ceda Village

### BID PROPOSAL BOND

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

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

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

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

Principal \_\_\_\_\_

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

By \_\_\_\_\_

(Signature of Authorized Rep)

(Typed Name of Authorized Rep)

Title \_\_\_\_\_

#### SURETY

Name \_\_\_\_\_

By \_\_\_\_\_  
(Attorney-in-fact for Surety)

\_\_\_\_\_  
(Name & Address of local Office or Agent)

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

This Page Is Intentionally Left Blank

# DRAFT AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

« »« »  
« »

**SURETY:**

(Name, legal status and principal  
place of business)

« »« »  
« »

**OWNER:**

(Name, legal status and address)

« »« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:



None



See Section  
18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate  
Seal)

Signature:

Name and « »« »

Title:

Signature:

Name and « »« »

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other  
party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:**

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

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

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

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

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

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

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

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

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

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after completion of the Work under the Construction Contract; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 16 Definitions**

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: << >>< >  
Address: << >>

# DRAFT AIA® Document A312™ – 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »  
« »

### OWNER:

(Name, legal status and address)

« »  
« »

### CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

### BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:



None



See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »

Title:

### SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

« »  
« »  
« »

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

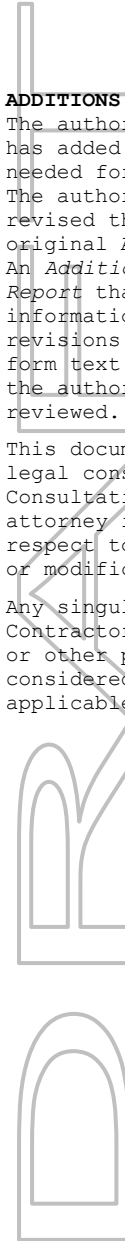
« »  
« »  
« »  
« »  
« »  
« »

### ADDITIONS AND DELETIONS:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## § 14 Definitions

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

« »

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

Signature: \_\_\_\_\_

Name and Title: « »« »

Address: « »

# The Consolidated Borough of Quil Ceda Village

## INTERIM WAIVER AND RELEASE OF CLAIMS

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

\_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on The Quil Ceda Village Remedy Grinder Pump Station Project (the "Project"), located at \_\_\_\_\_, Tulalip, WA 98271.

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

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

\_\_\_\_\_  
(the Releasing Party)

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Notary Seal]

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This Page Is Intentionally Left Blank

## The Consolidated Borough of Quil Ceda Village

### FINAL WAIVER AND RELEASE OF CLAIMS

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

Upon receipt of payment of \$\_\_\_\_\_, whether in cash, by check or by joint check, \_\_\_\_\_ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on The Quil Ceda Village Remedy Grinder Pump Station Project (the "Project"), located at \_\_\_\_\_, Tulalip, WA 98271.

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

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

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

\_\_\_\_\_  
(the Releasing Party)

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Notary Seal]

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This Page Is Intentionally Left Blank

# Buyer's Retail Sales Tax Exemption Certificate

Do not use this form for resale purchases

## This certificate is for:

### Single use

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

### Blanket certificate

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

Name:

Date:

Mailing address:

City:

State:

Zip:

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

## 1 Nonresident vessel purchases:

Place of residence:

Type of proof of residence accepted (driver's license, State Issued ID Card, etc) \_\_\_\_\_,  
including any identification numbers \_\_\_\_\_, and expiration date \_\_\_\_\_.

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

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

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

**Seller's signature:** \_\_\_\_\_

## 2 Electric vehicles/vessels:

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

## 3 Intrastate air transport:

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

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

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

Registered vessel name:

Vessel number:

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



## 5 Other:

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

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

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

## Certification:

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

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

Type of business:      Account ID:

Buyer name:      Title:

Street address:

City, State, Zip:

Buyer signature: \_\_\_\_\_

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

## Instructions

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

For information regarding exemptions, contact Washington State Department of Revenue Taxpayer Information Center at 360-705-6705 or visit our website at [dor.wa.gov](http://dor.wa.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Line 5g** applies to charges for labor and services rendered in respect to the constructing of new buildings used primarily to manufacture commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. The exemption is available to manufacturers engaged in manufacturing commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. It is also available to port districts, political subdivisions, or municipal corporations who lease an eligible facility to a manufacturer engaged in eligible manufacturing activities. The exemption also applies to sales of tangible personal property that will become a component of such buildings during the course of the constructing, and to labor and services rendered in respect to installing, during the course of constructing, building fixtures not otherwise eligible for the exemption under RCW 82.08.02565(2)(b). Reference: RCW 82.08.980 and RCW 82.32.850.

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

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

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

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

Reference: RCW 82.08.9651.

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

Reference: RCW 82.08.956.

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

Reference: RCW 82.08.998.

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

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

References: RCW 82.08.0204 and RCW 82.08.200

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

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

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

Reference RCW 82.08.0285.

**Line 5s** applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority.

Reference: RCW 82.08.999

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

Reference: RCW 82.08.0287.

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

Reference: RCW 82.08.215

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

Reference: RCW 82.08.207



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

Reference: RCW 82.08.0311

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

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

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

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

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

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

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

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

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

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

## Special Provisions



This Page Intentionally Left Blank



## INTRODUCTION TO THE SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

This Page Intentionally Left Blank

## DIVISION 1

### GENERAL REQUIREMENTS

#### DESCRIPTION OF WORK

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

The Quil Ceda Village Remedy Grinder Pump Project includes construction of a grinder pump station (E-One) and approximately 215 linear feet of 1.25-inch-diameter sewer force main. The force main is installed inside an existing gravity main. The grinder pump station consists of a duplex submersible pump package, a 48-inch Type 3 manhole, and an alarm panel. The project also includes traffic control, and restoration of approximately 100 square feet of landscaping.

#### 1-01 DEFINITIONS AND TERMS

##### 1-01.3 Definitions

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

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

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

##### **Dates**

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

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

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

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

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

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

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

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

**Completion Date**

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

**Final Acceptance Date**

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

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

**Award**

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

**Contracting Agency**

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

**Engineer**

The Contracting Agency's representative who administers the construction program for the Contracting Agency.

**Inspector**

The Project Engineer's representative who inspects Contract performance in detail.

**Laboratory**

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

**Project Engineer**

The Engineer's representative who directly supervises the engineering and administration of a construction project.

Section 1-01.3 is supplemented with the following:

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

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

**Additive**

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

**Alternate**

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

**Alternative Dispute Resolution**

A method of resolving disputes other than arbitration or litigation.

**Business Day**

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

**Contract Time**

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

**Construction Manager**

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

**Indian / Native American**

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

**Liquidated Damages**

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

**NAOB or NAOB's**

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

**Notice of Intent to Award**

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

**Notice to Proceed**

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

**Preference / Preferred Employee / Hiring**

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

**Regulations / Ordinance**

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

**Request for Information (RFI)**

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

**Reservation**

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

**Samples**

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

**Surety**

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

**TERO**

Means the "Tulalip Tribal Employment Rights Office".

**Traffic**

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

**Tribal Court**

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

**Tribal Entity**

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

**Tribal Preference**

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

**Tribal Member**

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

**Tribe**

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

**Tulalip TERO Code**

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

**Tulalip Tribes of Washington**

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

**Tulalip Tribes**

See Tulalip Tribes of Washington.

**Tulalip Tribes’ Project Manager**

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

**Unit Price**

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

**Veteran**

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

**Warranty**

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

**Waters of the Tribes**

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

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

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

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

**Work**

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

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.2 Plans and Specifications**

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

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

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

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

#### **1-02.4(1) General**

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

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

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

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

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

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

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

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

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

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



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

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

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

**1-02.7 Bid Deposit**

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

Section 1-02.7 is deleted in its entirety.

**1-02.9 Delivery of Proposal**

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

Section 1-02.9 is deleted in its entirety.

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

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

Section 1-02.10 is deleted in its entirety.

**1-02.11 Combination and Multiple Proposals**

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

Section 1-02.11 is deleted in its entirety.

**1-02.12 Public Opening of Proposals**

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

Section 1-02.12 is deleted in its entirety.

**1-02.15 Pre-Award Information**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

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

### **1-03.1                Consideration of Bids**

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

Section 1-03.1 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.2                Award of Contract**

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

Section 1-03.2 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.3                Execution of Contract**

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

Section 1-03.3 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.4                Contract Bond**

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

Section 1-03.4 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.5                Failure to Execute Contract**

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

Section 1-03.5 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.6                Return of Bid Deposit**

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

Section 1-03.6 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

### **1-03.7                Judicial Review**

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

Section 1-03.7 is deleted in its entirety and shall adhere to the requirements of the Tulalip Tribes Agreement.

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

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

The second paragraph of Section 1-04.2 is revised as follows:

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

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. Tulalip Tribes Agreement.
2. Addenda.
3. Special Provisions, and APWA General Special Provisions.
4. General Provisions.
5. Contract Plans.
6. Amendments to the Standard Specifications.
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

### **1-04.4 Changes**

#### **1-04.4(1) Minor Changes**

Revise the first paragraph to read:

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

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

## **1-05 CONTROL OF WORK**

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

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

#### ***Contractor Surveying – Utilities***

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes and grades necessary for the construction of the utilities, including sanitary sewer laterals, and all related appurtenances. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All

monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractor's expense.

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish sanitary sewer lateral alignments by placing hubs, stakes, or marks on offsets to centerline at all fittings, valves, and at points on the alignments spaced no further than 50 feet. Place hubs, stakes, or marks on offsets as necessary to adequately locate and construct meter boxes/vaults, air/vacuum relief valves, casings, and other appurtenances shown on the Plans.
3. Establish the horizontal and vertical location of all gravity sanitary sewer features, placing offset stakes to all sanitary sewer lateral at a horizontal interval not greater than 25 feet.
4. Establish the horizontal and vertical location of all sanitary sewer features, placing offset stakes to all sewer cleanouts, and all other points as necessary to adequately locate and construct the pump station.
5. Establish intermediate elevation benchmarks as needed to check work throughout the project.
6. For all other types of sanitary sewer utility construction included in this provision, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

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

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

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

	<u>Vertical</u>	<u>Horizontal</u>
Sanitary Sewer Lateral and Appurtenances	±0.10 feet	±0.10 feet

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

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

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

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

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

No separate payment shall be made for Contractor Surveying – Utilities. Payment for Contractor Surveying – Utilities shall be included in the payment item "Lift Station Complete".

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

Supplement this section with the following:

*(October 1, 2005 APWA GSP)*

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform,

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

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

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

#### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

*(October 1, 2005 APWA GSP)*

#### **1-05.11 Final Inspections and Operational Testing**

**New Section**

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

**New Section**

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

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

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

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

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

**New Section**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The

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

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

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

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

#### **1-05.12 Final Acceptance**

Add the following new section:

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

##### **New Section**

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

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

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

Add the following new section:

(October 1, 2005 APWA GSP)  
**1-05.16 Water and Power**

**New Section**

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

Add the following new section:

**1-05.18 Record Drawings**  
(\*\*\*\*\*)

**New Section**

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

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

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

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

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

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



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

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

**Making Entries on the Record Drawings:**

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

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

Cost of all work under this section shall be included in the payment item "Lift Station Complete".

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

Add the following new section:

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

### **1-06.7 Shop Drawings and Submittals**

**New Section**

#### **1-06.7(1) General**

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

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

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

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

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

#### **1-06.7(2) Required Information**

Each submittal shall be submitted within 7 working days after contract execution to the Engineer.

Shop drawings and submittals shall be submitted electronically and shall contain the following information for all items:

1. Project Name.
2. Contractor.
3. Engineer.
4. Owner.
5. Applicable specification and drawing reference.

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

#### **1-06.7(3) Review Schedule**

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to the Contractor no later than 7 working days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain acceptance. Delays caused by the need for resubmittal shall not be a basis for an extension of contract time or delay damages. Two sets of shop drawings or one electronic response will be returned to the Contractor after review.

#### **1-06.7(4) Substitutions**

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

##### **1-06.7(4)A After Contract Execution**

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

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

#### **1-06.7(4)B Equivalent Materials**

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

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

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

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

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

#### **1-07.1 Laws to be Observed**

The first three paragraphs of Section 1-07.1 are revised to read:

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

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

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

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

Section 1-07.1 is supplemented with the following:

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

**Indian Preference and Tribal Ordinances**

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

A minimum of fifteen percent (15%) of the entire workforce shall be "Preferred," subcontractors (and suppliers) minimum of one (1) Tulalip TERO certified NAOB, and the total value of Tulalip TERO certified NAOB shall be a minimum of ten percent (10%) of the total bid proposal price.

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

The Tulalip Tribes of Washington has the sovereign authority over the lands of the Tulalip Indian Reservation and has the authority to enact and enforce its laws, ordinances, codes, and regulations. The Contractor shall comply and cooperate with the Tribes and its representatives. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

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

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

**TERO Participation shall be evaluated as follows:**

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

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

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

### **Commercially Useful Function**

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

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

### **Trucking**

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

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

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

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

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

## **Manufacturer**

1. Counting  
If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or NAOB manufacturer, count 100 percent of the cost of the materials or supplies toward Tulalip Tribal Member NAOB or NAOB requirements.
2. Definition  
To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. In order to receive credit as a Tulalip Tribal Member NAOB or NAOB manufacturer, the firm must have received an "on-site" review and been approved by TERO to



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

## **Regular Dealer**

### **1. Counting**

If the materials or supplies are purchased from a Tulalip Tribal Member NAOB or NAOB regular dealer, 10 percent of the cost of the materials or supplies will count toward Tulalip Tribal Member NAOB or NAOB requirements.

### **2. Definition**

- a) To be a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to TERO. TERO must be in receipt of this request at least 7 calendar days prior to bid opening. Included in the request shall be a full description of the project, type of business operated by the Tulalip Tribal Member NAOB or NAOB, and the manner the Tulalip Tribal Member NAOB or NAOB will operate as a regular dealer on the specific contract. Once the request is reviewed by TERO, the Tulalip Tribal Member NAOB or NAOB supplier requesting it will be notified in writing whether regular dealer status was approved. Tulalip Tribal Member Native American Owned Business or Native American Owned Business that are approved as regular dealers for a contract (whenever possible) will be listed on the Tulalip Tribes TERO's Native American Owned Business (NAOB) registry Internet Homepage at:

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

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

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

### **Eligibility**

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

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

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

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

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

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

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

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

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

### ***Procedures After Execution***

#### **Reporting**

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

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

#### **Damages for Noncompliance**

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

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

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

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

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

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The Tulalip Tribes of Washington and all of its governmental agencies, is a tax-exempt entity. See: 26 USC § 7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). A majority of the project is tax exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project and some B&O taxes. Upon request, a Tax Exemption form may be obtained from The Tulalip Tribes. For that portion of the project, this is not within the exterior boundaries of The Tulalip Indian Reservation certain Washington State Taxes will apply.

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

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

The areas within the Tulalip Indian Reservation Boundary (all land west of Section line 8, 9.) are exempt from State Sales and Use Taxes. Certain B&O taxes are

exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

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

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

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

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

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

#### **1-07.5 Environmental Regulations**

Section 1-07.5 is supplemented with the following:

*(September 20, 2010 WSDOT GSP Option 1)*

##### **Environmental Commitments**

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

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

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

##### **Payment**

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor.

#### **1-07.5(1) General**

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

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

The Contractor shall be responsible to immediately report to the Engineer any deviation from the Contract provisions pertaining to environmental compliance, including but not limited to

spills, unauthorized fill in waters of the Tribes including wetlands, unauthorized fill in waters of the State including wetlands, water quality standards, noise, air quality, etc.

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

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

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

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

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

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

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

#### **1-07.5(3) State Department of Ecology**

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

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

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

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

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

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

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

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

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

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

#### **1-07.7 Load Limits**

Section 1-07.7 is supplemented with the following:

*(March 13, 1995 WSDOT GSP Option 6)*

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

#### **1-07.9 Wages**

##### **1-07.9(1) General**

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

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

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

#### **1-07.11 Requirements for Nondiscrimination**

##### **1-07.11(2) Contractual Requirements**

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

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

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

4. **Information and Reports** – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Tulalip Tribes to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to The Tulalip Tribes as appropriate and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance** – In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, The Tulalip Tribes shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions** – The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontractor or procurement as The Tulalip Tribes may direct as a means of enforcing such provisions including sanctions for noncompliance.

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

#### **1-07.11(10) Records and Reports**

#### **1-07.11(10)B Required Records and Retention**

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

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

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

#### **1-07.12 Federal Agency Inspection**

Section 1-07.12 is supplemented with the following:

*(October 3, 2022 WSDOT GSP, Option 2)*

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

This project is located on the \*\*\* Tulalip Indian Reservation \*\*\*. It is the Contractor’s responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1. For informational purposes only, the Work on this project that falls within Tribal Lands is shown on the Summary of Quantities in Group(s) \*\*\* Utility Improvements \*\*\*.

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



willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact \*\*\* the Tulalip Tribes \*\*\*.

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

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or subcontractor-initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

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

#### **1-07.14            Responsibility for Damage**

Section 1-07.14 is revised to read:

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

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

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

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

The Tulalip Tribes to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

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

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

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

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

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

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

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

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or

part of the claim on behalf of the Contractor, and the **Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the Contracting Agency's allowance of the claim, or the amount allowed by the Contracting Agency,** under common law, constitution, statute, or the Contract and the Contract. If all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with Tribal funds.

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

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

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

Section 1-07.15 is supplemented with the following:

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

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

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

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

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

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

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

Under the heading “Payment”, replace all paragraphs with the following:

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

No separate payment shall be made for SPCC Plan. Payment shall be included in the payment item “Lift Station Complete”.

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

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

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

*(August 2, 2010 WSDOT GSP Option 1)*

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

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

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

### **1-07.16(6) Payment**

Section 1-07.16(6) is replaced with the following:

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

Payment for restoration shall be included in the lump sum bid item “Restoration”. Payment shall include all labor and materials to restore the site as indicated in the Contract Drawings. Restoration includes, but is not limited to, topsoil, vegetation, and asphalt pavement.

## **1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

*(April 2, 2007 WSDOT GSP Option 1)*

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

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

\*\*\* Snohomish County Public Utilities District (PUD)

210 E Division Street  
Arlington, WA 98223  
Attn: Kallen Shaughnessy-Randall  
(425) 783-4370

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

Tulalip Technology Data Services  
8825 Quil Ceda Boulevard, Suite O  
Tulalip, WA 98271  
Attn: Travis Hill  
(360) 716-5128

Quil Ceda Village  
8802 27th Avenue NE  
Tulalip, WA 98271  
Attn: Jereme Gobin  
Cell: (425) 754-1949

Tulalip Data Services  
8825 Quil Ceda Boulevard, Suite O  
Tulalip, WA 98271  
Attn: Kevin Jones  
(360) 654-3270

Puget Sound Energy (Gas)  
20000 N Creek Parkway, Bot-01H  
Bothell, WA 98011  
Attn: John Guay  
Office: (425) 505-3768

Frontier Communications  
1800 41st Street  
Everett, WA 98201  
Attn: Adam Diaz  
Office: (425) 261-0134  
Cell: (425) 614-9754 \*\*\*

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

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

This section is supplemented with the following:

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

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

When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Maximum effort must be made to separate pedestrians from the work area. Protective barricades, fencing, pathways, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe and well defined. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Footbridges shall be safe, strong, free of bounce and sway, have a slip resistant coating, and be free of cracks, holes, and irregularities that could cause tripping. Ramps shall be provided at the entrance and exit of all raised footbridges, again to prevent tripping. Adequate illumination and reflectorization shall be provided during hours of darkness. All walkways shall be maintained with at least 4 feet clear width.

Where walks are closed by construction, an alternate walkway shall be provided, preferably within the planting strip.

Where it is necessary to divert pedestrians into the roadway, jersey-style barricades shall be provided to separate the pedestrian walkway from the adjacent vehicular traffic lane. At no time shall pedestrians be diverted into a portion of a street used concurrently by moving vehicular traffic.

At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

## **1-07.27 No Waiver of State's Legal Rights**

Section 1-07.27 including title is revised to read:

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

### **1-07.27 No Waiver of The Tulalip Tribes' Legal Rights**

The Tulalip Tribes shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform, in fact, to the Contract. The Tulalip Tribes shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by The Tulalip Tribes, nor any payment for the whole or any part of the Work, nor any extension

of time, nor any possession taken by The Tulalip Tribes shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor and The Tulalip Tribes recognize that the impact of overcharges to The Tulalip Tribes by the Contractor resulting from antitrust law violations by the Contractor's suppliers or Subcontractors adversely affects The Tulalip Tribes rather than the Contractor. Therefore, the Contractor agrees to assign to The Tulalip Tribes any and all claims for such overcharges.

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

Add the following new sections:

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

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

**New Section**

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

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

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

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

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

**1-08.0(2) Hours of Work**  
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than \*\*\* 5 days \*\*\* prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved, the nonworking day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

**1-08.1 Subcontracting**

Section 1-08.1 is revised as follows:

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

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004 EF) that a written agreement



between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF) and
3. An approved Tulalip Tribes TERO Compliance Plan for the Subcontractor.

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

### **1-08.3 Progress Schedule**

Section 1-08.3 is supplemented with the following:

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

The Contractor shall submit a construction schedule to the Contracting Agency within 10 calendar days of award of contract. The Contracting Agency will have the right to review the schedule, and must approve the schedule prior to issuing Notice to Proceed.

The weekly schedule updates shall clearly identify the critical path items of the work.

### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

*(July 23, 2015 APWA GSP)*

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

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The 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.

Section 1-08.4 is supplemented with the following:

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

**Safety**

All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to its employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Contracting Agency accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor's employees. Any safety equipment needed on the job, including but not limited to, PPE, shall be furnished by each contractor for its employees.

The Contracting Agency will regard safety on this project to be of the utmost importance. Under no conditions shall safety requirements be waived for the sake of cost, schedule, or convenience. SAFETY MAY BE USED AS CRITERIA FOR APPROVAL OF PAY APPLICATIONS. Unsafe conditions, lack of proper and/or untimely documentation and submittals, and lack of adherence to safety rules and requirements will not be tolerated.

Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws regarding worker safety. This shall include all requirements of OSHA and referenced standards therein included.

The Contracting Agency may, at various times, request voluntary OSHA inspections. Each contractor shall immediately correct and respond to any violations in writing to the Contracting Agency, and to the appropriate agency.

Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas must be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.

**Safety Program**

- A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety program including jobsite-specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:

- B. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.
1. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Contracting Agency at each weekly project meeting.
  2. Weekly jobsite safety inspections shall be completed by each Contractor.
  3. Designation and continual training of competent persons for the project.
  4. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.
  5. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Contracting Agency and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Contracting Agency. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Contracting Agency.
  6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent, and/or Project Manager.
  7. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program, and Emergency procedures on this project.

### **Submittals**

- A. Company safety programs, as described above, shall be submitted to the Contracting Agency within ten days of Notice to Proceed or Letter of Intent to Award. Additions to the program, such as documentation of training as new employees arrive at the site, shall be forwarded to the Contracting Agency. All contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will be kept in one central location within the Contractor's office throughout the duration of the project.
- B. Contractor is required to conduct and all employees are required to attend a "Tool Box"-type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by Contractor. The Contracting Agency's personnel are available to participate in these safety meetings.

Contractor will be responsible to submit WEEKLY tool box safety meeting minutes to the Contracting Agency while Contractor has employees on-site.

- C. All weekly inspections will be documented by Contractor and submitted to the Owner, through the Contracting Agency. Contractor shall immediately correct all deficiencies and submit a list of corrective actions within 1 working day, or sooner if required, of safety inspection.
- D. Subject-specific daily and/or weekly inspections by Contractor, including temporary electric, crane, or other work activities as required, shall be timely submitted to the Owner through the Contracting Agency.

#### ***Training***

- A. Contractor shall ensure that employee designated as Project Competent Person has been fully trained for this task and has the full authority to take corrective action when required.
- B. Contractor shall provide continual training to Project Competent Person, Superintendent, and Foreman as required by Tribal or OSHA standards.
- C. The Contracting Agency may recommend General Safety Topics to enable Contractor's supervising personnel to train employees if a Contractor requests such assistance.

### **1-08.5 Time for Completion**

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

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the receipt of the Notice to Proceed or the date listed in the Notice to Proceed.

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

Revise the sixth paragraph 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. Final Contract Voucher Certification.
  - d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
  - e. Property owner releases per Section 1-07.24.
  - f. An original signed and notarized Final Waiver and Release of Claim Form from the Contractor.
  - g. Original signed and notarized Final Waiver and Release of Claim Form for all Subcontractors and Material Suppliers regardless of tier.
  - h. Affidavit from the Tulalip Tribes TERO office that the TERO Fee for the Project has been paid.

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within 50 working days.

If the Contractor cannot procure the materials due to material shortages, the Contractor shall provide written documentation to the Owner from the materials supplier. The Owner will place the project in suspension until the materials are delivered to the Project or available from the supplier. Upon delivery of the materials or the availability date quoted by the supplier, whichever is sooner, the Owner will start counting working days.

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

### **1-09.9 Payments**

Revise the first paragraph to read:

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

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to \$20,000, the Contractor shall submit a breakdown of the lump sum price in sufficient detail for the Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Engineer no later than the date of the preconstruction conference.

Delete the third paragraph and replace it with the following:

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

Progress payments for completed work will be based upon progress estimates prepared by the Contractor. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made no later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the following:

1. Lump Sum Items in the Bid Form – partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.
2. Change Orders – entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

## **1-09.11 Disputes and Claims**

Section 1-09.11 is revised to read:

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

### ***Forum For Equitable Relief***

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

### ***Forum For Money Damages***

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

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

### **1-10.1 General**

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

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

The Contractor shall provide construction staging and traffic control plans to the Engineer, The Tulalip Tribes of Washington, and, when applicable, Snohomish County for review and approval. Plans shall be submitted for review no more than 10 calendar days following award of the contract. Notice to Proceed may not be given until the traffic control plans are received. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 15 working days will be required for review. Whenever traffic control devices are located on state highways or affect traffic on state highways, the temporary traffic control plans will also be reviewed and approved by WSDOT. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. These plans shall supplement Construction Staging Plans. Construction Staging Plans shall be prepared by the Contractor or a licensed civil engineer. The traffic control 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.
- Identification of pedestrian access routes.

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.

Construction Staging Plans as provided by the Contractor shall separate the project into stages of construction that when completed will include all of the work included in the contract. Construction Staging Plans shall include and not be limited to the following information:

- Delineation of areas where work will occur in each stage.
- Delineation including lane widths for vehicular travel lanes that will be maintained during each stage of construction.
- A description of the work that will be completed within each stage.
- Location(s) for access to and from the work area(s).

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

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

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

*(October 3, 2022 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  
<https://www.nwlett.edu>

Evergreen Safety Council  
12545 135th Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778  
<https://www.esc.org>



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  
<https://atssa.com/training>

Integrity Safety  
13912 NE 20th Ave.  
Vancouver, WA 98686  
(360) 574-6071  
<https://www.integritysafety.com>

US Safety Alliance  
(904) 705-5660  
<https://www.ussafetyalliance.com>

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049  
<https://www.kndservices.net>

#### **1-10.2(2) Traffic Control Plans**

The first sentence of Section 1-10.2(2) is replaced with the following:

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

Traffic control plans and Construction Staging Plans have not been provided by the Owner. The Contractor shall prepare traffic control plans and Construction Staging Plans. Traffic control plans and Construction Staging Plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions. Preparation of the Traffic Control Plan and Construction Staging Plans shall be included in other items of work contained in the proposal.

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

##### **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

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

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

The bid Proposal contains the lump sum bid item "Project Temporary Traffic Control". The provisions of Section 1-10.4(1) apply.

### **1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control**

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

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

Traffic Control Supervisor, per hour.

Measurement for Traffic Control Supervisor will be based on the number of actual labor hours incurred for the duties of the traffic control supervisor in accordance with the Contract Documents or at the direction of the Engineer. Traffic control supervisor hours used at the discretion of the Contractor shall not be measured or paid for.

Traffic Control Labor, per hour.

Measurement for Traffic Control Labor will be based on the number of actual traffic control labor (flagger or uniformed police officer) hours incurred for traffic control purposes in accordance with the Contract Documents or at the direction of the Engineer. Traffic control labor used at the discretion of the Contractor shall not be measured or paid for.

### **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", shall also include all costs associated with preparing and receiving approval for the Traffic Control Plans and Construction Staging Plans, including all revisions and updates necessary throughout the duration of the project, traffic control supervisor time, and traffic control labor time. The lump sum cost also includes all payment for obtaining and maintaining traffic control permits.

**END OF DIVISION 1**

**DIVISION 2**  
**EARTHWORK**

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

**2-01.1 Description**

Section 2-01.1 shall be supplemented with the following:

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

Clearing and grubbing on this project shall be performed within the following limits:

\*\*\*Clearing and grubbing limits as shown on the Plans or as required to complete the work.\*\*\*

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

Clearing and grubbing shall include the removal and disposal of all trees or vegetation within the project area or as required for installation of the improvements. Such operations shall be limited to only those items that must be removed for the project construction; vegetation and trees not affected by the construction shall not be removed or damaged.

Miscellaneous small items requiring removal have not been shown on the Plans.

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

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

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

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

No waste site has been provided for the disposal of excess material. All material removed by clearing and grubbing operations shall be disposed of by the Contractor at a legal disposal site obtained by the Contractor meeting the requirements of Section 2-03.3(7)C. All fees shall be borne by the Contractor.

**2-01.4 Measurement**

Section 2-01.4 shall be replaced with the following:

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

Clearing and grubbing shall not be measured.

## **2-01.5 Payment**

Section 2-01.5 shall be supplemented with the following:

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

No separate payment will be made for clearing and grubbing but instead will be incidental to and included in the lump sum item for "Lift Station Complete"

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

### **2-02.1 Description**

Section 2-02.1 shall be supplemented with the following:

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

Removal of structures and obstructions shall include all work necessary for the construction of this project. Removal of structures and obstructions shall include but is not limited to:

1. Trimming and clean-up per Section 2-11.

In general, the Contractor shall remove/dispose or abandon existing items that are in conflict with the new improvements, as noted, and/or shown on the Plans or is required to complete the work.

This work shall also consist of adjusting water and gas valves to finished grade.

Specific items and materials removed by the Contractor shall remain the property of the Tulalip Tribes. These items are identified on the Plans or within these Special Provisions and shall be delivered to the Tulalip Tribes. All other materials removed shall become the property of the Contractor and shall be disposed of at a Contractor-provided waste site meeting the requirements of Section 2-03.3(7) to be obtained and paid for by the Contractor.

### **2-02.3 Construction Requirements**

Add the following new sections:

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

#### **2-02.3(6) Pothole Existing Utility**

#### **New Section**

Locations of known possible conflicts between the planned improvements are shown on the Plans based on available records provided during the design phase of this project. Based on the actual location of utility markings, it may be necessary to uncover existing utilities and determine the exact location.

After completion of field marking of the existing utilities, the Contractor shall determine if an existing utility may be in conflict with the planned improvements. Should a conflict seem likely, the Contractor shall notify the Tulalip Tribes. If the Tulalip Tribes concur that a conflict is likely, the Contractor will be directed to expose the location of the subject utility (pothole). When potholing is required by the Tribes, the Contractor shall expose the location of the existing

utility and record the size of pipe and horizontal and vertical location on the Contractor's Record Drawings. Upon receipt of this information, the Engineer will determine if a conflict exists. The Tribes will notify the Contractor within 7 full working days as to what design modifications, if any, are required to resolve the conflict.

#### **2-02.4 Vacant**

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

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

#### **2-02.4 Measurement**

Removal of structures and obstructions shall not be measured.

Pothole existing utility shall not be measured.

No separate measurement will be made for saw cutting of any kind.

#### **2-02.5 Payment**

Section 2-02.5 is supplemented with the following:

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

No separate payment will be made for removal of structures and obstructions but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

No separate payment will be made for pothole existing utility but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

No payment will be made for saw cutting on the project. All costs for saw cutting shall be incidental to the bid item for the material that is removed.

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

#### **2-03.3 Construction Requirements**

#### **2-03.3(7) Disposal of Surplus Material**

Section 2-03.3(7) is supplemented with the following:

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

All material removed by excavation, including all unsuitable material, shall be disposed of off-site in accordance with Section 2-03.3(7)C.

## **2-03.3(14)      Embankment Construction**

## **2-03.3(14)E      Unsuitable Foundation Excavation**

Section 2-03.3(14)E is supplemented with the following:

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

Material to replace unsuitable foundation material shall be select borrow meeting the requirements of Section 9-03.14(2).

## **2-03.4              Measurement**

Section 2-03.4 is supplemented with the following:

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

Unsuitable foundation excavation including haul shall not be measured.

Gravel borrow including haul shall not be measured.

## **2-03.5              Payment**

Section 2-03.5 is supplemented with the following:

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

No separate payment will be made for Unsuitable Foundation Excavation Incl. Haul but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

No separate payment will be made for Gravel Borrow Incl. Haul but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

## **2-04                HAUL**

## **2-04.5              Payment**

Section 2-04.5 is supplemented with the following:

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

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

## **2-07 WATERING**

### **2-07.3 Construction Requirements**

Section 2-07.3 is supplemented with the following:

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

During construction, the Contractor shall have dedicated to the project, a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job, and failure to use said water truck for dust control, shall be adequate reason to "shutdown" the project construction. Such shutdown is herein agreed to upon submitting a Bid for this project. Shutdowns due to the Contractor's failure to control dust shall not be considered as unworkable days.

The Contractor shall make necessary arrangements and shall bear the costs for water necessary for the performance of the work.

Water placement includes that required for dust control while excavating for the installation of the utilities, for processing and compacting the subgrade, and for dust control while restoring the gravel roadway. Dust control water shall be applied as directed by the Engineer or the Project Inspector and for such period of time as they deem necessary.

### **2-07.5 Payment**

Section 2-07.5 is replaced with the following:

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

No additional payment shall be made for watering. All costs incurred for this item shall be included in the other related bid items.

## **2-09 STRUCTURE EXCAVATION**

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

Section 2-09.3 is supplemented with the following:

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

Shoring shall be constructed with provisions made to allow the Inspector to enter the shored trench at any time.

#### **2-09.3(1) General Requirements**

#### **2-09.3(1)D Disposal of Excavated Material**

Section 2-09.3(1)D is supplemented with the following:

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

All unsuitable material removed as structure excavation shall be disposed of offsite at a legal disposal site.

Add the following new section and subsections:

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

## **2-09.3(4) Construction Requirements, Structure Excavation, Class B**

Add the following new section:

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

### **2-09.3(4)A Resolution of Utility Conflicts**

### **New Section**

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

Standby time resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e., storm drainage, underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:

For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.

If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.

Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to:

1. Storm drainage manhole, pipe, vault, and conduit realignments of line and/or grade for the storm drain and undergrounding of overhead utilities, to avoid existing utility conflicts.
2. Additional storm drainage manholes, pipe, vaults, and conduit required by a change in alignment, and/or grade, not exceeding the limits set in Section 1-04.4 of the Standard Specifications.
3. Sanitary sewer and water lines, vaults, and fittings for realignments of line and/or grade to avoid existing utility conflicts.

## **2-09.4 Measurement**

Section 2-09.4 is supplemented with the following:

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

No measurement will be made for any class of structure excavation.



## **2-09.5 Payment**

Section 2-09.5 is supplemented with the following:

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

“Resolution of Utility Conflicts”, per force account.

Payment for “Resolution of Utility Conflicts” shall be made by force account as provided in Section 1-09.6. Utility conflicts due to the Contractor’s actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for “Resolution of Utility Conflicts” to become a part of the total bid by the Contractor.

## **2-11 TRIMMING AND CLEANUP**

### **2-11.1 Description**

Section 2-11.1 is supplemented with the following:

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

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor’s operation.

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

### **2-11.5 Payment**

Section 2-11.5 is supplemented with the following:

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

No separate payment will be made for trimming and cleanup but instead will be incidental to and included in the lump sum item for “Lift Station Complete”.

## **END OF DIVISION 2**

This Page Intentionally Left Blank

## **DIVISION 3**

### **AGGREGATE PRODUCTION AND ACCEPTANCE**

#### **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

##### **3-01.4 Contractor Furnished Material Sources**

Section 3-01.4 is supplemented with the following:

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

No source has been provided for any materials necessary for the construction of this Project.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the Tribe, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

##### **3-01.6 Payment**

Section 3-01.6 is supplemented with the following:

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

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

#### **3-02 STOCKPILING AGGREGATES**

##### **3-02.2 General Requirements**

##### **3-02.2(2) Stockpile Site Provided by the Contractor**

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

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

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

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

The Contractor shall request approval by the Engineer for stockpiling of material that is to be paid under the bid items 5 days prior to stockpiling. For material not included for payment under the bid items the Contractor may stockpile the material with site approval from the Engineer or Owner of the property.

### **3-02.5            Payment**

Section 3-02.5 is supplemented with the following:

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

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

**END OF DIVISION 3**

## **DIVISION 4**

### **BASES**

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

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

Section 4-04.4 is replaced with the following:

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

No separate measurement for payment shall be made for crushed surfacing base course used as structure backfill or trench backfill.

No separate measurement for payment will be made for water used in placing and compacting surfacing materials.

##### **4-04.5 Payment**

Section 4-04.5 is replaced with the following:

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

No separate payment will be made for crushed surfacing base course but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

**END OF DIVISION 4**

This Page Intentionally Left Blank

## **DIVISION 7**

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

#### **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

##### **7-05.4 Measurement**

The first paragraph of Section 7-05.4 is replaced with the following:

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

Manholes shall not be measured.

##### **7-05.5 Payment**

Section 7-05.5 is supplemented with the following:

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

No separate payment will be made for manholes but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

#### **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

##### **7-08.1 Description**

Section 7-08.1 is supplemented with the following:

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

This information shall cover the general requirements for installing water main pipeline. The Contractor shall also follow all provisions of Section 7-17 (Sanitary Sewers), and 1-07.23 (Public Convenience and Safety) as it applies to the specific kind of work.

##### **7-08.2 Materials**

Section 7-08.2 is supplemented with the following:

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

The Contractor shall use gravel borrow for trench backfill as specified in Section 9-03.14(1) of the Specifications for pipe installation and all other excavations.

##### **7-08.3 Construction Requirements**

##### **7-08.3(1) Excavation and Preparation of Trench**

##### **7-08.3(1)A Trenches**

Section 7-08.3(1)A is supplemented with the following:

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

Where unsuitable material (Unsuitable Foundation Excavation), as determined by the Engineer, is encountered in the open excavation subgrade below that elevation required for the installation of the grinder pump station, it shall be removed to the depth and limits specified by the Engineer and considered "unsuitable foundation excavation." Material to replace unsuitable material that is removed from the open excavation shall be gravel borrow per Section 2-03. Construction geotextile for soil stabilization shall be installed to completely encompass the fill material.

Actual excavation width shall not exceed maximum pay limits as shown on the Plans. The Contractor shall use shoring to minimize excavation widths as specified in 7-08.3(1)B.

Unsuitable foundation material removed from the open excavation shall be hauled to a waste site.

All excavated material shall be loaded directly into trucks and hauled to a permitted disposal site obtained by the Contractor. Stockpiling of excavated material at the project site will not be allowed.

### **7-08.3(1)B Shoring**

Add the following new sub-sections:

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

#### **7-08.3(1)B(1) General**

#### **New Section**

This section specifies requirements for excavation support systems (Shoring or Extra Excavation Class B) for excavation of open excavations greater than 4 feet in depth.

Where sheet piling, shoring, sheeting, bracing, or other supports are necessary, the items shall be furnished, placed, maintained, and except as shown or specified otherwise, removed.

The design, installation and removal of any and all excavation support are the sole responsibility of the Contractor. A Geotechnical Data Report has not been provided. Contractor shall conduct its own independent investigation and evaluation of the subsurface conditions at the site and shall rely on such independent investigation/verification in designing and installing the excavation support requirements. The Contract Documents do not contain any specific plans or details for excavation support as such decisions lie solely with the Contractor.

The term Excavation Support as used herein has the same meaning as the term Shoring in WAC 296-155-650.

#### **7-08.3(1)B(2) Contractor Submittals**

#### **New Section**

The Contractor is advised of the provisions for the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, Excavation, Trenching and Shoring. The Contractor's excavation support plan shall be prepared by a civil or structural



engineer licensed in the State of Washington and submitted to the Engineer for review as indicated in the paragraphs below.

1. At least 20 working days prior to installation of any excavation support system, the Contractor shall submit an excavation support control plan and operational schedule (Excavation Support Control Plan). The Excavation Support Control Plan shall be prepared, signed, and stamped by a professional engineer currently registered in the State of Washington. Such engineer shall have a minimum of 5 years of experience in the design of excavation support systems. The Excavation Support Control Plan shall show the number, location, type and depth of all excavation support means or methods selected by Contractor. The Contractor's Excavation Support Control Plan is subject to review by the Engineer. Such review is limited to determining general conformance with the intent of this Specification, but not for detailed verification of sizes, spacing, depths, construction, or adequacy. The Engineer's review and/or lack of objection to the submitted Excavation Support Control Plan shall not modify the requirements of the Contract or relieve Contractor of its sole responsibility to design, install, and remove excavation support as required herein.
2. Identify measures to control soil loss and water seepage through utility penetrations in the excavation support system.

#### **7-08.3(1)B(3) Execution**

#### **New Section**

##### **1. General**

Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, embankments, adjacent property, and completed Work.

##### **2. Removal of Excavation Support**

Do not begin to remove excavation support until it can be removed without damage to existing facilities, completed work, or adjacent property.

##### **3. Open Excavation**

Where open excavation is deeper than 4 feet, the Contractor shall construct and maintain safety shoring systems that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, and the minimum requirements/prohibitions described in this Section.

If shallow groundwater causes excessive trench caving or accumulation of water, temporary steel shoring or equivalent means shall be installed. The installed shoring system shall meet the requirements described in the section above.

##### **4. Utility Penetrations in Excavation Support System**

Contractor shall implement measures to prevent soil loss and control water seepage through utility penetrations in the excavation support system.

### **7-08.3(2) Laying Pipe**

Add the following new subsection:

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

#### **7-08.3(2)J Dewatering Open Excavations**

**New Section**

Open excavation dewatering shall conform to requirements of Section 2-09.3(1)G.

All “Normal Open Excavation Dewatering” work associated with maintaining an open excavation for pump station construction will be incidental and included in the other items of work. “Normal Trench Dewatering” is defined as dewatering methods occurring in or directly adjacent to the open excavation, including trash pumps, sump pumps, or other methods in the excavated areas.

### **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 the grinder pump station. 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 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.

### **7-08.4 Measurement**

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

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

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

Section 7-08.4 is replaced with the following:

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

No measurement shall be made for the items in Section 7-08.

### **7-08.5 Payment**

Section 7-08.5 is replaced with the following:

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

No separate payment will be made for the items in Section 7-08, but instead will be incidental to and included in the lump sum item for “Lift Station Complete”.

Vacant section 7-16 is replaced, including title, with the following new section:

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

## **7-16 LIFT STATION COMPLETE**

## **NEW SECTION**

### **7-16.1 Description**

The Contractor shall furnish complete factory-built and tested explosionproof grinder pump unit(s), each consisting of a grinder pump core suitably mounted on an integral stand of stainless steel, electrical power supply cable, pump removal harness, discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly and all necessary internal wiring and controls. For ease of serviceability, all pump motor/grinder units shall be of like type and horsepower throughout the system.

#### **7-16.1(1) System Operating Conditions**

The pumps shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

#### **7-16.1(2) Warranty**

The grinder pump Manufacturer shall provide a part(s) and labor warranty on the complete grinder pump and accessories, including, but not limited to, the panel for a period of 24 months after notice of the Contracting Agency's acceptance, but no greater than 27 months after receipt of shipment. Any manufacturing defects found during the warranty period will be reported to the Manufacturer by the Contracting Agency and will be corrected by the Manufacturer at no cost to the Contracting Agency.

### **7-16.2 Materials**

The Manufacturer of the explosionproof grinder pump(s) shall be Environment One Corporation.

#### **7-16.2(1) Pump**

The explosionproof pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. This material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

### **7-16.2(2) Grinder**

The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller (cutter wheel) assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder impeller shall be a one-piece, 4140 cutter wheel of the rotating type with inductively hardened cutter teeth. The cutter teeth shall be inductively hardened to Rockwell 50 – 60c for abrasion resistance. The shredder ring shall be of the stationary type and the material shall be white cast iron. The teeth shall be ground into the material to achieve effective grinding. The shredder ring shall have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque. These materials have been chosen for their capacity to perform in the intended environment as they are materials with wear and corrosive resistant properties.

This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to minimize clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:

1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.
2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to minimize jamming and as such must be adhered to.
3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and minimizes blinding of the pump by large objects that block the inlet shroud.
4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, wipes, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

### **7-16.2(3) Electric Motor**

As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F installation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc. for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and

consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless steel. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted.

#### **7-16.2(4) Mechanical Seal**

The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

#### **7-16.2(5) Discharge Hose and Disconnect Valve**

All discharge fittings and piping shall be constructed of polypropylene, EPDM or PVC. The discharge hose assembly shall include a shut-off valve rated for 200 psi WOG and a quick disconnect feature to simplify installation and pump removal.

#### **7-16.2(6) Electrical Supply Cable**

The grinder pump core shall include a factory-wired electrical supply cable (ESC). The ESC core/motor connection shall have an IP68 20 feet rating. The ESC shall operate all power and control functions and shall be a 7-conductor (only 6 of the 7 conductors are used, white with a black stripe is not connected), 14-gauge type SOOW Cable. The standard length is 35 foot and the 14-gauge ESC can be supplied with a 75 foot cable. Please consult the contract drawings for the appropriate cable length.

#### **7-16.2(7) Check Valve**

The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The valve shall be rated for continuous operating pressure of 235 psi. Ball-type check valves are unacceptable due to their limited sealing capacity in slurry applications.

#### **7-16.2(8) Anti-Siphon Valve**

The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices due to their tendency to clog from the solids in the slurry being pumped. The

anti-siphon port diameter shall be no less than 60 percent of the inside diameter of the pump discharge piping.

#### **7-16.2(9) Core Unit**

The grinder pump shall be an easily removable core assembly containing pump, motor, grinder, all motor controls, level controls, check valve, anti-siphon valve, and wiring. The watertight integrity of the core unit shall be established by a 100 percent factory test at a minimum of 5 PSIG.

#### **7-16.2(10) Controls**

All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating motor starting controls in a plastic enclosure is not acceptable. Wastewater level sensing controls shall be housed in a separate enclosure from the motor starting controls. The level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. The level sensing control housing must be integrally attached to pump assembly so that it may be removed from the tank with the pump and in such a way as to minimize the potential for the accumulation of grease, debris accumulation, etc. The level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.

Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be radial sealed with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

The level control system shall be electrically connected to the motor controls using inductive means that requires no wiring between components. This control system shall be approved to comply with FM 3610 Intrinsically Safe Controls.

All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump on/off and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into tank-mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and insect infestation.

## 7-16.2(11) Duplex Protect Plus Control/Alarm Panel

Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The standard enclosure shall not exceed 12.5" W x 16" H x 7.5" D.

The panel shall contain one 15-amp single pole circuit breaker for the alarm circuit and one 15-amp double pole circuit breaker per core for the power circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).

The high-level alarm system shall operate as follows:

1. The panel will go into alarm mode if either pump's alarm switch closes. During the initial alarm mode both pumps will run and the alarm light and buzzer will be delayed for a period of time based on user settings (default is 3-1/2 minutes). If the station is still in high-level alarm after the delay, the light and buzzer will be activated.
2. The audible alarm may be silenced by means of the externally mounted push-to-silence button.
3. The visual alarm remains illuminated until the sewage level in the wet well drops below the "off" setting of the alarm switch for both pumps.

The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.

The control panel shall have the following features:

- **Alarm Activated Dry Contacts** – Normally open relay contact closes upon alarm activation.
- **Alarm Activated Contacts for Remote Sentry Indoor Alarm Module** – In normal, powered operation, the Remote Sentry Alarm Module will operate as a high level alarm. In a power outage (no power to core), the Remote Indoor Alarm Module will operate as a power loss indicator.
- Includes Inner Door Dead Front
- Separate LED's for each condition

Provides protection from the following operating conditions:

- **Low Voltage (Brownout) Protection** – A lockout cycle will prevent the motor from operating and will illuminate the Trouble LED if:
  - the incoming AC Mains voltage drops below a predetermined minimum, typically 12% of nameplate (211 volts for a 240 volt system) for 2 to 3 seconds, regardless of whether the motor is running.
  - the lockout cycle will end if the incoming AC Mains voltage returns to a predetermined value, typically 10% of nameplate (216 volts for a 240 volt system).

The system continues to retest the voltage every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally. The Trouble LED remains illuminated during a Brownout condition and a corresponding Brownout message will be displayed on the LCD screen. The LED will turn off when the Brownout condition ends and the LCD message remains latched until the panel is reset. The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.

- **Run Dry Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the wastewater level in the tank is below the pump inlet shroud. A corresponding Run Dry message will be displayed on the LCD screen. The condition is rechecked every 20 minutes and the LCD message remains latched. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will go out, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the visual alarm will be activated until the panel is reset or until there is one cycle of normal operation. If a high-level condition is presented at any time, a pump run cycle will be activated.
- **High System Pressure Protection** – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). A corresponding Overpressure message will be displayed on the LCD screen. The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will turn off, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the pump is locked out indefinitely and the audible and visual alarm will be activated. The LCD message and alarms will remain latched until the condition is removed and the panel is reset.
- In all of the above cases, if more than one error condition is presented, the LCD message depicting the most recent error condition will be displayed.

#### **PROTECT PLUS FEATURES:**

- High/Low Voltage monitoring with Trouble indication
- High/Low Wattage (wattage is used instead of current because it is a better indicator of pump performance) monitoring with Trouble indication
- Extended Run Time monitoring with Trouble indication



- Cycle/Event Counter
- Run Time Counter (Hour Meter)
- Run Time Limit — time adjustable, user selected options: 10 minutes (default) to 120 minutes in 1-minute intervals
- Power-up Delay — time adjustable, user selected options: None (default), to 300 minutes in 1-minute intervals
- Alarm Delay — time adjustable, user selected options: zero to 10 minutes in 30-second increments; 4 minutes is default
- System self-test diagnostic
- User-selectable Alarm latch
- User-selectable Protect Mode disable
- User-selectable buzzer timer

Specific Duplex Protect PLUS indicators and programming features shall include:

- Ready LED to indicate AC power to the station is satisfactory
- Pump Run LED to indicate pump is operating (LCD indicates which pump is running)
- Trouble LED indicator and predictive Visual Alarm notification (“blinking” alarm lamp; clears on Normal cycle)
- High Level Alarm LED indicator (LCD indicates which pump is in alarm)
- Manual Run switch to manually activate pumps
- Lead/Lag indication (LCD indicates which pump is lead)
- Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down)
- Normal Operation LED and Mode button for Mode status
- Pump Performance menu LED with LCD display of the following pump performance statistics:
  - Real-time Voltage
  - Real-time Amperage
  - Real-time Wattage
  - Minimum/Maximum/Average Voltage
  - Minimum/Maximum/Average Amperage
  - Minimum/Maximum/Average Wattage
  - Minimum/Maximum Run-time
  - Average Run-time
  - Last Run-time

- Cycle/Event Counter
- Run Time Counter (Hour Meter)
- Diagnostics Menu LED
- Initialize System Menu LED
- Run Limit Menu LED
- Alarm Delay Menu LED
- Power Delay Menu LED
- Pump alternating options (no alternation, adjustable time based and test)
- Pump alternating time options — 24 hours to 72 hours in 12-hour increments

The entire alarm panel, as manufactured, shall be listed by Underwriters Laboratories, Inc.

### **7-16.2(12) Operation and Maintenance Manuals**

The Contractor shall supply four copies of operation and maintenance manuals to the Contracting Agency.

### **7-16.3 Construction Requirements**

#### **7-16.3(1) Factory Test**

Each grinder pump shall be submerged and operated for 1.5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above-listed items. Actual appurtenances and controls which will be installed in the field shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps is not acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two different points on its curve. Additional validation tests include integral level control performance, continuity to ground and acoustic tests of the rotating components.

#### **7-16.3(2) Installation**

The electrical enclosure shall be furnished, installed and wired to the grinder pump station by the Contractor. An alarm device is required on every installation, there shall be NO EXCEPTIONS. It will be the responsibility of the Contractor and the Engineer to coordinate with the individual property owner(s) to determine the optimum location for the alarm panel.

The Contractor shall mount the alarm device in a conspicuous location, as per national and local codes. The alarm panel will be connected to the grinder pump as shown on the contract drawings. The power and alarm circuits must be on separate power circuits.

#### **7-16.3(3) Startup and Field Testing**

The Contractor shall provide the services of qualified factory trained technician(s) who shall inspect the placement and wiring of each station, perform field tests as specified herein, and

instruct the Contracting Agency's personnel in the operation and maintenance of the equipment before the stations are accepted by the Contracting Agency.

#### **7-16.4 Measurement**

No specific unit of measurement shall apply to the lump sum item "Lift Station Complete".

#### **7-16.5 Payment**

The lump sum contract price for "Lift Station Complete" shall be full pay for all labor, materials, tools, and equipment, and other incidental costs to purchase and install the duplex grinder pumps as described above, and connect the pumps to power, startup and testing, and obtain manufacturer's certificate of proper installation.

Also included in this pay item is all labor, materials, tools, equipment and other incidental costs to install the discharge manifold, cut and connect the existing gravity sewer to the manhole, install Kor-N-Seal boots, pipe bedding, backfill, and compaction for the 8" SS and 1-1/4" HDPE, and plug the existing gravity sewer with concrete all as depicted on sheet WW1.

Also included in this pay item are the following items described in other sections of this contract:

Contractor Surveying – Utilities	Crushed Surfacing Base Course
Record Drawings	Shoring or Extra Excavation Class B
SPCC Plan	Manhole 48-In Diam. Type 1
Clearing and Grubbing	High Density Polyethylene (HDPE) 1.25 In. Diam, DR 11
Removal of Structures and Obstructions	Temporary Sewer Service
Pothole Existing Utilities	Erosion/Water Pollution Control
Unsuitable Foundation Excavation Incl. Haul	
Gravel Borrow Incl. Haul	

### **7-17 SANITARY SEWERS**

#### **7-17.2 Materials**

Section 7-17.2 is supplemented with the following:

(*****)	
High Density Polyethylene (HDPE) Pipe	9-05.23

### **7-17.3 Construction Requirements**

#### **7-17.3(2) Cleaning and Testing**

Section 7-17.3(2) is supplemented with the following:

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

HDPE shall be hydrostatically tested in accordance with 7-09.3(23) Hydrostatic Pressure Test. Test pressure shall be 120 psi.

Add the following new Section:

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

#### **7-17.3(3) Temporary Sewer Service**

#### **New Section**

Interruptions to Remedy's sewage service shall be limited to eight (8) hours. Contractor shall provide alternate sanitation facilities (i.e., Honey Bucket) during that period. Contractor shall design and install a temporary sewage bypass system for any interruption longer than eight (8) hours.

### **7-17.4 Measurement**

This section is supplemented with the following:

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

Temporary sewer service shall not be measured.

### **7-17.5 Payment**

This section is supplemented with the following:

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

No separate payment will be made for high density polyethylene but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

No separate payment will be made for temporary sewer service but instead will be incidental to and included in the lump sum item for "Lift Station Complete".

**END OF DIVISION 7**

## **DIVISION 8**

### **MISCELLANEOUS CONSTRUCTION**

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

##### **8-01.3 Construction Requirements**

Section 8-01.3 is supplemented with the following:

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

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

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

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Project Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Tribe.

Erosion control materials shall be installed prior to the start of any other work on the Project.

Following completion of the project, the Contractor shall remove all erosion-control materials and dispose of them off-site. Any areas disturbed by the installation and/or removal of temporary erosion control materials shall be restored by the Contractor as directed by the Engineer at no cost to the Tribes.

##### **8-01.3(1) General**

##### **8-01.3(1)A Submittals**

The first sentence in the second paragraph is revised to read:

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

Modified TESC Plan shall meet all the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

Add the following new subsection:

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

**8-01.3(1)F SWPPP Preparation and General Permit Compliance**

**New Section**

The Contractor shall prepare a Storm Water Pollution Prevention Plan, (SWPPP), to address the Contractor's specific means and methods of completing the work and to comply with the Construction Stormwater Permit (General Permit). The resulting document is the Storm Water Pollution Prevention Plan (SWPPP).

The Contractor shall prepare and submit the SWPPP for the Tribes approval with the application for a Grading Permit. Approval of the SWPPP document and receipt of Grading Permit is required prior to the beginning of any ground disturbing activities. Failure to approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays.

The Contractor shall use, implement, modify, and document the approved SWPPP in compliance with the General Permit. This work shall include, but is not limited to the following:

Preparing, revising, maintaining the SWPPP in compliance with the General Permit;

Designing and planning, sediment control/erosion control measures, (BMPs), needed to meet General Permit requirements;

Planning, performing, and reporting of storm water monitoring.

Preparing and maintaining documentation required by the General Permit.

During construction, the Contractor shall modify the SWPPP to address specific site conditions. The SWPPP and Contractor's revisions shall consist of the Contractor's complete strategy to meet the requirements of the General Permit. The Contractor shall include and modify as necessary the erosion control measures provided in the Contract Plans. The Contractor shall review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project. The SWPPP and revisions shall meet the requirements of the General Permit.

The SWPPP, including any Contractor revisions, shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP.

**SWPPP Contents**

The SWPPP shall include narrative(s) and site plan(s) that address the following as applicable to the Work:

Clearing Limits, Establishment of Construction Access, Flow Rate Controls, Sediment Controls, Soil Stabilization, Slope Protection, Drain Inlet Protection, Channels and Outlets Stabilization, Pollutant Controls, De-watering Control, and Maintenance of Best Management Practices.

## **Stormwater Monitoring Requirements**

The Contractor shall conduct monitoring of discharges of stormwater runoff for comparisons to benchmark values for turbidity and pH as described in the General Permit. The Contractor shall provide weekly stormwater monitoring of the project stormwater discharge locations for turbidity and pH as required in the General Permit. The Contractor shall establish specific project sampling locations for sampling and monitoring to determine background, and downstream water quality conditions and provide these locations on a map to be included in the SWPPP for approval.

The Contractor shall establish procedures that adapt to unanticipated events such as severe storms, schedule adjustments, modified construction techniques, etc. to be included in the SWPPP. Contractor shall submit any modifications to the procedures to the Engineer for approval.

Following any exceedances of General Permit requirements including turbidity and/or pH benchmarks, the Contractor shall provide the following at no additional cost to the Contracting agency:

1. The necessary SWPPP revisions and on-site measures/revisions including additional source control, BMP maintenance, and/or additional stormwater treatment BMPs that are necessary to prevent continued exceedance of turbidity and/or pH benchmarks.
2. The regulatory notification to the Environmental Protection Agency and to the Engineer of any monitoring results requiring regulatory notification.
3. The additional daily sampling and reporting measures described in the General Permit to verify when project site runoff is in compliance.

At no cost to the Tribes, the Contractor shall be responsible for paying any fines levied against the Tribes for any failure by the Contractor to comply with the permit requirements as listed in these specifications.

### **8-01.4 Measurement**

Section 8-01.4 is amended as follows:

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

No specific unit of measurement shall apply to the lump sum item "Erosion/Water Pollution Control".

### **8-01.5 Payment**

Section 8-01.5 is amended as follows:

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

"Erosion/Water Pollution Control", lump sum.

The lump sum bid price for "Erosion/Water Pollution Control" shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation,

maintenance, and removal of erosion and sediment control facilities, unless listed in the proposal as a bid item to include but not limited to, the following:

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
3. Removal of erosion and sediment control best management practices upon completion of the project.
4. Installation of jute mat and any additional work deemed necessary by the Engineer to control erosion and water pollution.
5. Preparation of a SWPPP, revisions to the SWPPP, and all best management practices to implement requirements of the SWPPP and the Construction Stormwater General Permit.

#### **END OF DIVISION 8**



**ATTACHMENT 02**  
**CONTRACT DRAWINGS**

(page left blank)

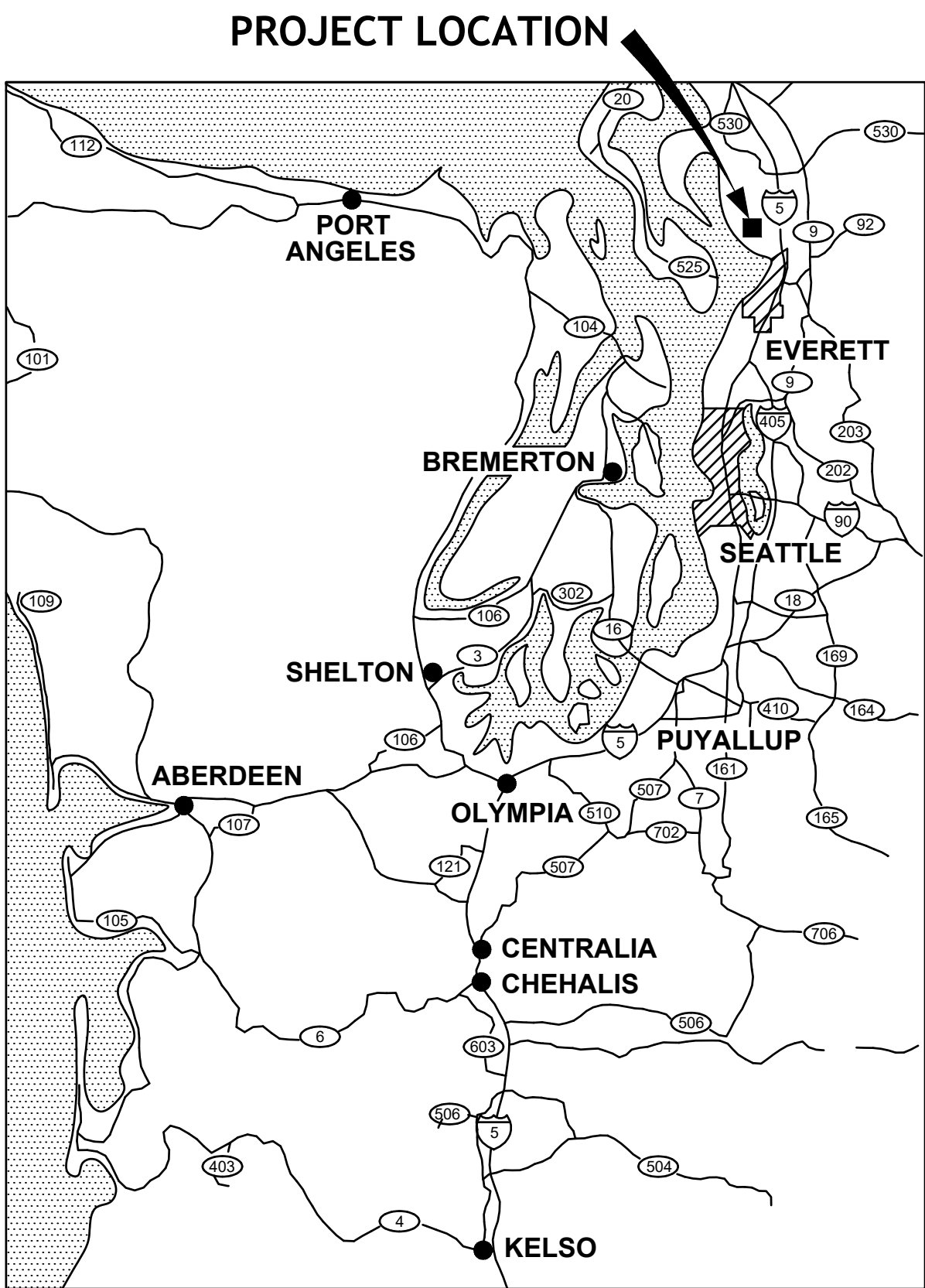


# CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

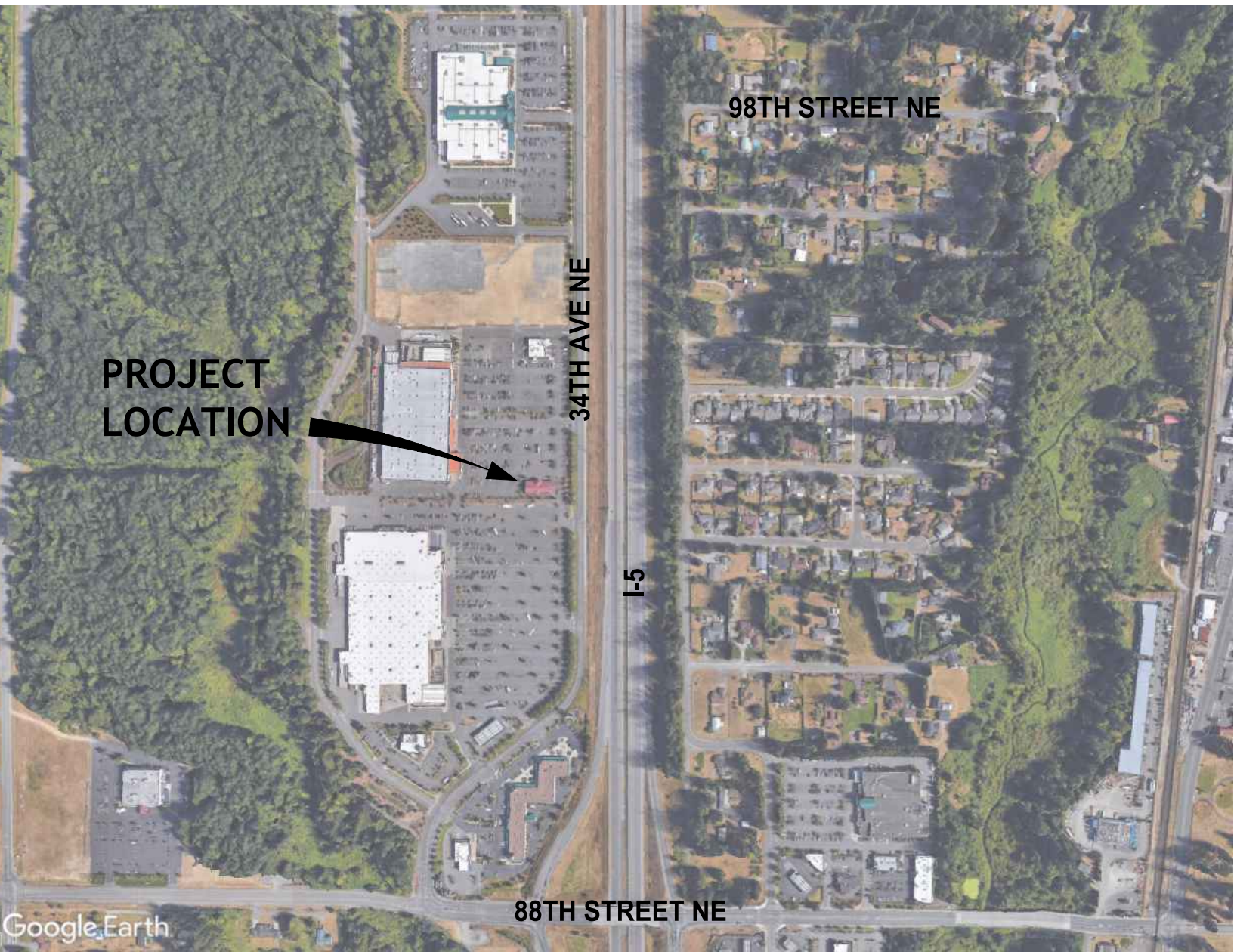
## QUIL CEDA VILLAGE

### REMEDY GRINDER PUMP STATION

TULALIP, WASHINGTON



 **VICINITY MAP**  
NO SCALE



 **LOCATION MAP**  
NO SCALE

DRAWING INDEX		
DWG NO.	SHT NO.	SHEET TITLE
1	G1	COVER SHEET, DRAWING INDEX, LOCATION AND VICINITY MAPS
2	UT1	UTILITY SITE PLAN
3	E1	ELECTRICAL SITE PLAN
4	VW1	WET WELL ELEVATION



REVISIONS	DATE	BY	DESIGNED
			C. HIATT
			DRAWN
			C. HIATT
			CHECKED
			J. WRIGHT
			APPROVED
			C. HIATT

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY	
FILE NAME	PS1598152-G1
JOB No.	216-1598-152
DATE	MAY 2023



<b>Parametrix</b> ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES
10119 39TH AVENUE SE, SUITE 100   PUYALLUP, WA 98374 P 253.604.6600 WWW.PARAMETRIX.COM

PROJECT NAME
QUIL CEDA VILLAGE REMEDY GRINDER PUMP STATION TULALIP, WASHINGTON

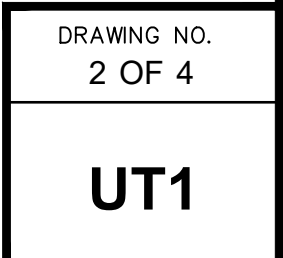
COVER SHEET, DRAWING INDEX, LOCATION AND VICINITY MAPS
---

DRAWING NO. 1 OF 4
G1

LAYOUT: G1 PATH: L:\PSO\Projects\Clients\1598-Tulalip\Files\216-1598-152 Remedial Grinder PS\085\ca\CADD\DWG3\_ PLOTTED BY: jaykdat DATE: Monday, April 10, 2023 4:02:56 PM



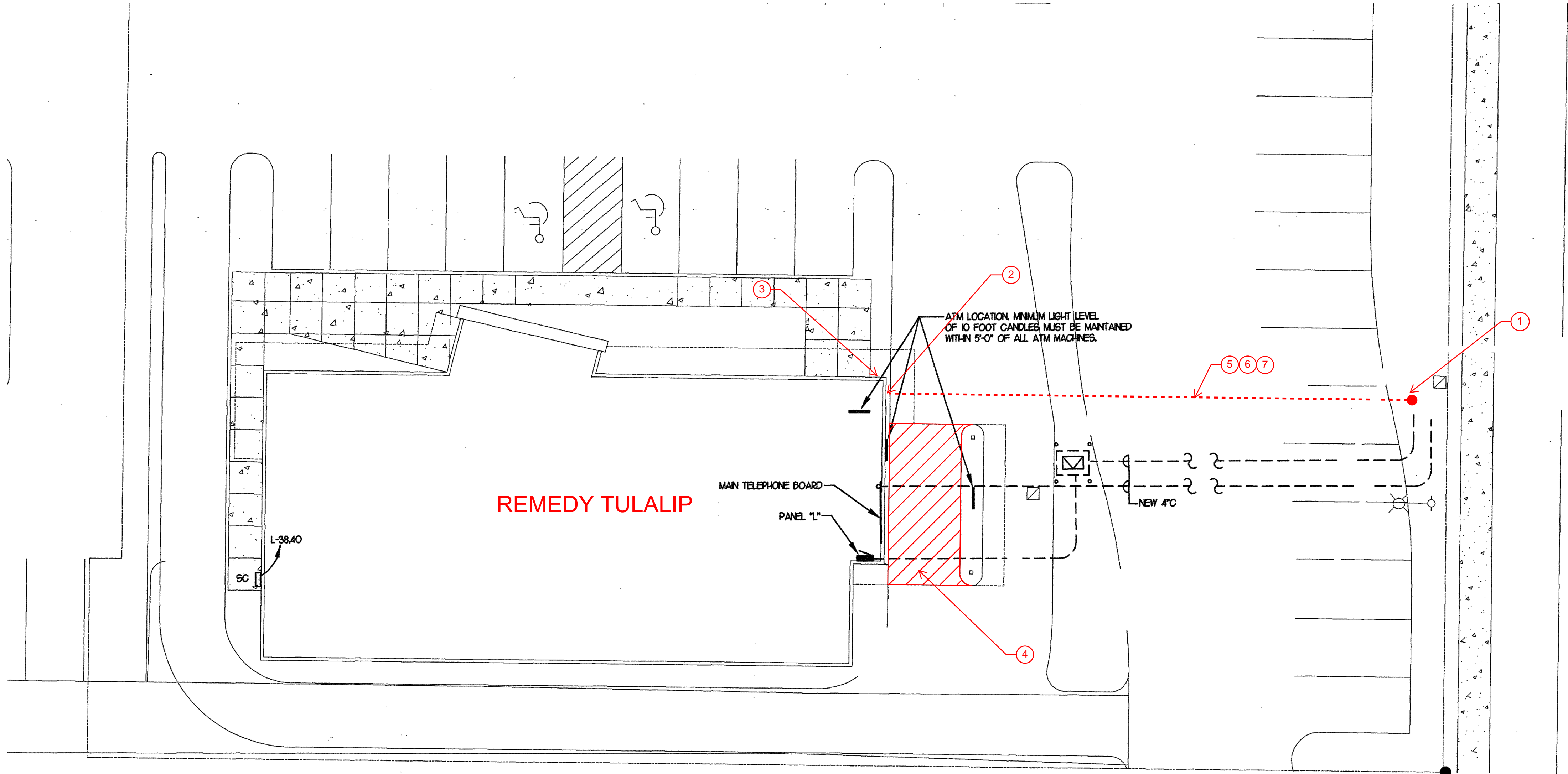








LAYOUT: E1    PATH: U:\PSO\Projects\Clients\Tulalip Tribes\216-1598-152\_Remedial Grndr\_PS\955cs\CADD\DWG\    PLOTTED BY: tyokot    DATE: Monday, April 10, 2023 2:11:31 PM



CONSTRUCTION NOTES

- 1 GRINDER PUMP STATION. SEE SHEET UT1.
- 2 240 V POWER SUPPLY. CONTRACTOR TO ROUTE POWER CONDUIT AND CONNECT TO PUMP STATION.
- 3 POTENTIAL LOCATION FOR PUMP STATION ALARM PANEL
- 4 ELECTRICAL PANELS SHALL NOT BE LOCATED OR EXTEND INTO THIS AREA (FUTURE DRIVE THROUGH).
- 5 ELECTRICAL CONDUIT. CONTRACTOR TO SIZE ACCORDING TO ELECTRICAL CODE. INCLUDE SEAL OFFS AS REQUIRED BY ELECTRICAL CODE.
- 6 SIGNAL CONDUIT. CONTRACTOR TO SIZE ACCORDING TO ELECTRICAL CODE. INCLUDE SEAL OFFS AS REQUIRED BY ELECTRICAL CODE.
- 7 RESTORE ASPHALT. ASSUME EXISTING IS 4-INCHES THICK.

ELECTRICAL SITE PLAN

SCALE: 1/32" = 1'-0"



ELECTRICAL NOTES

NO SIZING OF ELECTRICAL CONDUCTORS HAS BEEN PROVIDED BY ENGINEER. CONTRACTOR SHALL EMPLOY A LICENSED ELECTRICIAN TO DETERMINE THE QUANTITY AND SIZE OF CONDUCTORS. ELECTRICIAN SHALL DETERMINE HOW TO PROPERLY CONNECT/TERMINATE CONDUCTORS. ALL WORK SHALL BE IN CONFORMANCE WITH LOCAL AND NATIONAL ELECTRICAL CODES.

REVISIONS	DATE	BY	DESIGNED
			C. HIATT
			DRAWN
			C. HIATT
			CHECKED
			J. WRIGHT
			APPROVED
			C. HIATT

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME
PS1598152-E1
JOB No.
216-1598-152
DATE
MAY 2023



Parametrix

ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374  
P 253.604.6600  
WWW.PARAMETRIX.COM

PROJECT NAME

QUIL CEDA VILLAGE  
REMEDY GRINDER PUMP STATION  
TULALIP, WASHINGTON

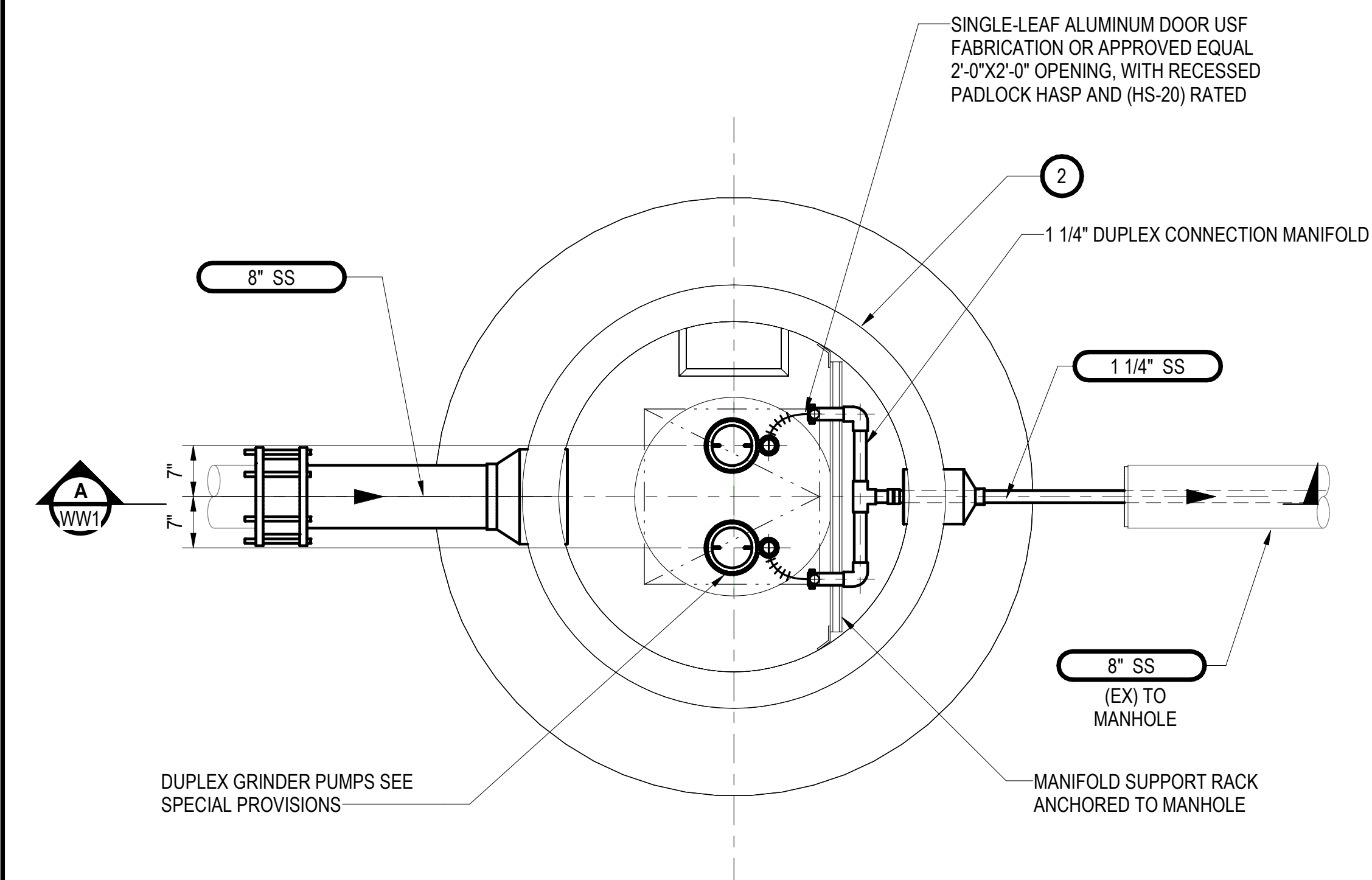
ELECTRICAL SITE PLAN

DRAWING NO.  
3 OF 4

E1

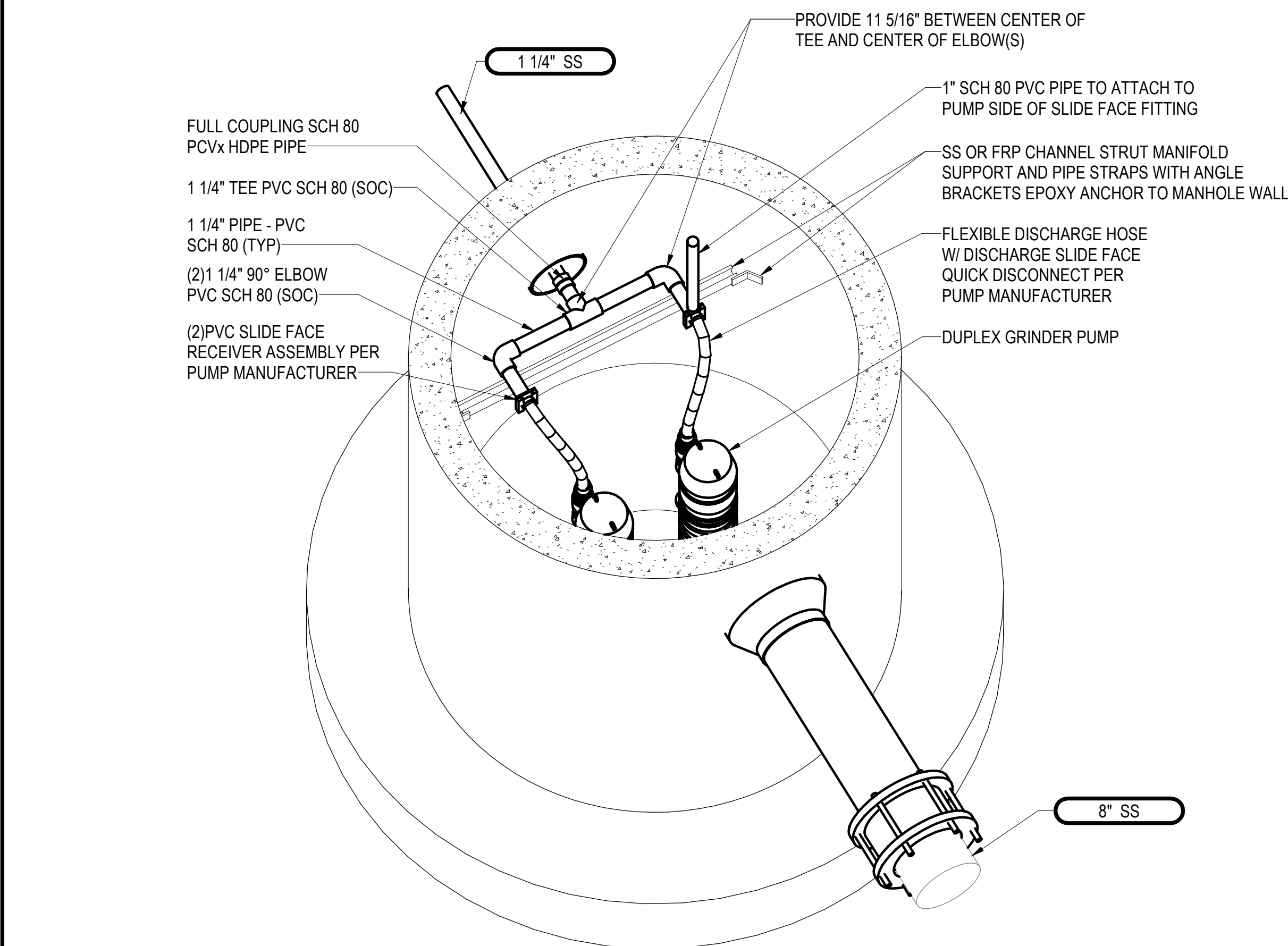
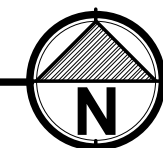






**GRINDER PUMP STATION  
PARTIAL PLAN**

SCALE: 3/4" = 1'-0"



**DISCHARGE MANIFOLD  
DETAIL**

SCALE: NONE

1

REVISIONS	DATE	BY	DESIGNED
			C. HIATT
			DRAWN
			C. WEST
			CHECKED
			J. WRIGHT
			APPROVED
			C. HIATT

<b>ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY</b>	
FILE NAME	REMEDY PUMP STATION.RVT
JOB NO.	218-1598-152
DATE	MAY 2023



05/24/2023

GRINDER PUMP STATION RIM  
± 49.5 ELEV  
SEE SHEET UT1

GRADE ELEV ± 49.0  
SEE SHEET UT1

8" SS  
IE=28.00

1 1/4" PUMP DISCHARGE IE  
AT 8" SS INVERT ELEVATION

1 1/4" DISCHARGE HOSE  
ASSEMBLY PER PUMP  
MANUFACTURER

8" SS  
(EXISTING)

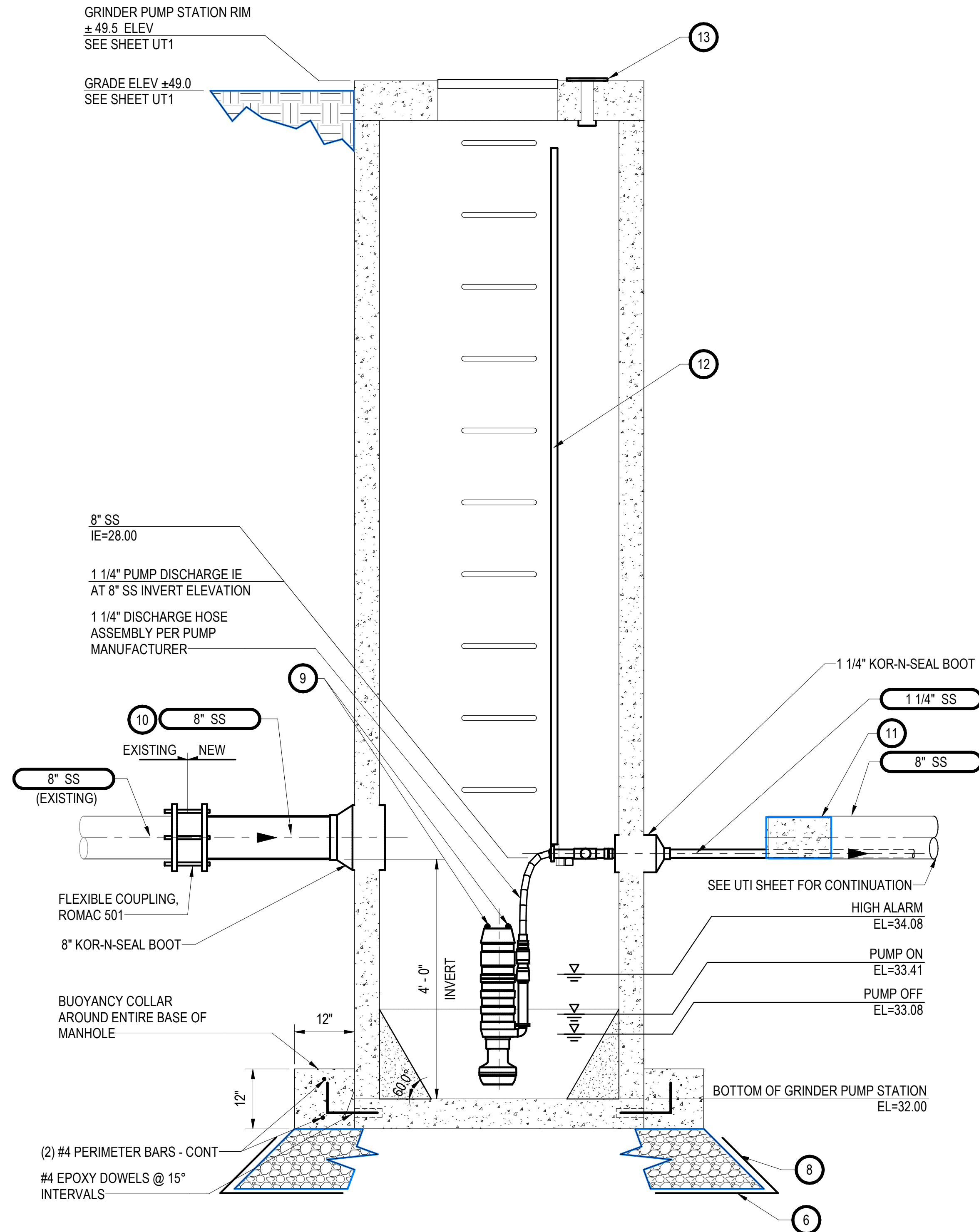
EXISTING NEW

FLEXIBLE COUPLING,  
ROMAC 501

8" KOR-N-SEAL BOOT

BUOYANCY COLLAR  
AROUND ENTIRE BASE OF  
MANHOLE

(2) #4 PERIMETER BARS - CONT  
#4 EPOXY DOWELS @ 15"  
INTERVALS



**SECTION**

SCALE: 3/4" = 1'-0"

A  
WW1

**NOTES:**

- CONTRACTOR SHALL VERIFY DIMENSIONS, ELEVATIONS AND LOCATIONS PRIOR TO CONSTRUCTION.
- 48" DIAMETER, TYPE 3 MANHOLE PER WSDOT STD PLAN B-15.60-02, SPECIFICATION 7-05 AND MODIFIED HERE
- HDPE PIPE, DR 11 PER WSDOT 9-05.23.
- EXPOSED STEEL AND HARDWARE IN WET WELL AND VAULTS SHALL BE 316L STAINLESS STEEL.
- CONTRACTOR TO PROVIDE SUPPORT HOOKS AND MOUNTS REQUIRED FOR LEVEL INSTRUMENTATION AND PUMP REMOVAL.
- 12" OF CSBC PER WSDOT 9-03.9(3). COMPACT TO 95% MIN.
- CONTRACTOR SHALL COORDINATE WITH PUMP MANUFACTURER FOR SIZE AND LOCATION OF MOUNTING HARDWARE, MOUNT PUMP WITH STAINLESS STEEL FASTENERS PER MANUFACTURERS RECOMMENDATIONS.
- WOVEN GEOTEXTILE FOR SOIL STABILIZATION PER WSDOT 9-33 TABLE 3.
- PUMP MANUFACTURER IS RESPONSIBLE FOR ALL PUMP LIFTING DEVICES AND EQUIPMENT NEEDED FOR REMOVAL OF PUMPS, NOT SHOWN FOR CLARITY.
- PIPE SHALL BE 8" ASTM D 3034, SDR 35 PER WSDOT 9-05.12(1). MATCH SLOPE OF EXISTING 8" SS, CUT LENGTH TO FIT.
- CUT EXISTING 8" SS PIPE, ROUTE 1 1/4" PIPE INSIDE 8" SS. PLUG END OF 8" SS PIPE WITH CONCRETE PLUG (MIN 28 DAY STRENGTH OF 3,000 PSI) EXTEND PLUG MIN OF 12" INSIDE 8" SS PIPE.
- CONTRACTOR SHALL PROVIDE 1" SCHEDULE 80 PVC PIPE WITH 1" THREADED COUPLING TO ATTACH TO SLIDE FACE. TERMINATE WITHIN 1 FOOT OF HATCH.
- PROVIDE AND INSTALL STAINLESS STEEL FLUSH FLOOR MOUNT SLEEVE (HALLIDAY D1R LINED OR APPROVED EQUAL) WITH SLEEVE CAPS TO KEEP DEBRIS FROM ENTERING SLEEVE MOUNT. COORDINATE LOCATION WITH OWNER

**Parametrix**  
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

10119 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374  
P 253.604.6600  
WWW.PARAMETRIX.COM

PROJECT NAME  
**QUIL CEDA VILLAGE  
REMEDY GRINDER PUMP STATION**  
TULLALIP, WASHINGTON

**GRINDER PUMP STATION PLAN  
AND SECTION**

DRAWING NO.  
4 OF 4

**WW1**



**ATTACHMENT 03**

**BID PROPOSAL**

(page left blank)

# The Consolidated Borough of Quil Ceda Village

## BID PROPOSAL FORM

Project Name: Remedy Grinder Pump Station

Date of Bid: July 28, 2023

Location of Project: 9226 34th Ave NE,  
Marysville, WA 98271

**COMPANY NAME OF BIDDER:** \_\_\_\_\_

**CERTIFIED NATIVE AMERICAN OWNED BUSINESS:**

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

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer and the Tulalip Tribes of Washington for the above-referenced Project, and the following Addenda:

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

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

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

**BASE BID FOR PACKAGE NO.**

**Remedy Grinder Pump Station**

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

*(PAGE INTENTIONALLY LEFT BLANK)*

## BID SCHEDULES

### THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE REMEDY GRINDER PUMP STATION SCHEDULE OF PRICES

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

ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	SP 1-04	MINOR CHANGE	FA	1	\$10,000	\$10,000
2	SP 1-07	RESTORATION	LS	1	\$	\$
3	1-09	MOBILIZATION	LS	1	\$	\$
4	SP 1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
5	SP 7-16	LIFT STATION COMPLETE	LS	1	\$	\$
Subtotal:					\$	
TERO (1.75%):					\$	
TOTAL (Including TERO):					\$	

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

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

**SECTION I – KEY EMPLOYEES OF BIDDER** (if required, attach additional sheets if needed)

		<b>PREFERRED EMPLOYEE</b>	
<b>NAME</b>	<b>POSITION</b>	<b>Yes</b>	<b>No</b>
1.	1.		
2.	2.		
3.	3.		
4.	4.		
5.	5.		

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

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

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

(Insert Number of Employees)

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



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

			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)

			TYPE OF LOWER-TIER		NAOB	
NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	SUB	SUP	Yes	No
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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

# The Consolidated Borough of Quil Ceda Village

## 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 Consolidated Borough of Quil Ceda Village

## NON - COLLUSION DECLARATION

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

### NON-COLLUSION DECLARATION

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

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

### NOTICE TO ALL BIDDERS

To report rigging activities call:

**1-800-424-9071**

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

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

*(PAGE INTENTIONALLY LEFT BLANK)*

## The Consolidated Borough of Quil Ceda Village

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

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

**BIDDER'S NAME (PRINT):** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number (\_\_\_\_) \_\_\_\_\_

Where Incorporated: \_\_\_\_\_

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

The Tulalip Tribes Business License Number: \_\_\_\_\_

State of Washington Contractor's License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Contact Person for Contract processing: \_\_\_\_\_

**BIDDER'S NAME (PRINT):** \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number (\_\_\_\_) \_\_\_\_\_

Where Incorporated: \_\_\_\_\_

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

The Tulalip Tribes Business License Number: \_\_\_\_\_

State of Washington Contractor's License Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Contact Person for Contract processing: \_\_\_\_\_

*(PAGE INTENTIONALLY LEFT BLANK)*



# The Consolidated Borough of Quil Ceda Village

## SUB-CONTRACTORS OR SUPPLIERS

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

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

Company	Contact Person	Phone	Native	Sub or Supplier

## JOB ORDER

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

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

**Foreman to contact / cell:**

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

Print Name	Signature	Title	Date
------------	-----------	-------	------

~~~~~ Office use only ~~~~~

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

*(PAGE INTENTIONALLY LEFT BLANK)*



## Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

### To Be Submitted with the Bid Proposal

Project Name \_\_\_\_\_

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

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

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

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be performed \_\_\_\_\_

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

DOT Form 271-015  
Revised 06/2020

*(PAGE INTENTIONALLY LEFT BLANK)*