The Tulalip Tribes of Washington

Marine Drive Mitigation

Bid Solicitation No. 2017-005

Contract Documents
September 2017
CITATION

Parametrix. 2017. Marine Drive Mitigation
Contract Documents

September 2017.
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.

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Divisions 2 through 9

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Approved by Happy Longfellow, P.E.
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Bidding Requirements, Contract Forms, and Conditions of Contract
### DEFINITIONS

These definitions supersede and take precedence over other definitions in the special provisions and plans.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addenda or Addendum</td>
<td>A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents.</td>
</tr>
<tr>
<td>Alternate</td>
<td>A proposed change in the Work described in the Contract Documents providing the Tulalip Tribes of Washington with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.</td>
</tr>
<tr>
<td>Alternative Dispute</td>
<td>A method of resolving disputes other than arbitration or litigation.</td>
</tr>
<tr>
<td>Application for Payment</td>
<td>The form furnished by the Tulalip Tribes of Washington that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Contract Cost Breakdown and that payments previously paid by the Tulalip Tribes of Washington have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment.</td>
</tr>
<tr>
<td>Approved Equal</td>
<td>Article, device, material, equipment, form of construction or other item proposed by the Bidder and approved by the Engineer for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.</td>
</tr>
<tr>
<td>Engineer</td>
<td>The individual or firm responsible for providing professional design services for the Project.</td>
</tr>
<tr>
<td>As-Built Drawings</td>
<td>Drawings or computer files revised by the Contractor to show changes made during the construction process.</td>
</tr>
</tbody>
</table>
Base Bid

The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.

Bidder

A person or entity who submits a bid for a Contract.

Bid Form

The form furnished by the Tulalip Tribes of Washington that is to be completed, signed and submitted containing the Bidder's bid.

Bid Guaranty

The Bid Guaranty and Contract Bond or other instrument of security furnished by the Bidder to provide assurance that the Bidder will execute the Contract Form.

Bond

Bid Guaranty and Contract Bond, Contract Bond, or other instruments of security, furnished by the Contractor to provide assurance that the Contractor will perform the Contract and make required payments.

Change Order

A document recommended by the Engineer and Construction Manager, and authorized by the Tulalip Tribes of Washington, issued after execution of the Contract, through which the parties agree to a change in the Work or an adjustment in the Contract price or the time for Contract Completion.

Claim Affidavit

A sworn document containing a claim on funds that are due to a Contractor, in favor of a person supplying labor, materials or services for the value of labor, materials or services supplied.

Connect

To bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.

Construction Budget

The total amount budgeted by the Tulalip Tribes of Washington for the Contracts required for the Project, including without limitation, any amount budgeted for loose furnishings, but not including any fees for construction management services, professional design services or other soft costs.

Construction Schedule

The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading...
curve and the interrelationship between the activities of the Contractors, the Engineer, the Construction Manager and the Tulalip Tribes of Washington.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Manager</td>
<td>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.</td>
</tr>
<tr>
<td>Contract</td>
<td>The agreement between a Contractor and the Tulalip Tribes of Washington for performance of Work as set forth in the Contract Documents.</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100 percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.</td>
</tr>
<tr>
<td>Contract Cost Breakdown</td>
<td>A statement furnished by the Contractor to the Tulalip Tribes of Washington reflecting the portions of the Contract price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Bid Guaranty, Contract Form and Attachments, Bond, Engineer's Supplemental Instructions, Shop Drawings, Change Orders, Standard Conditions of the Contract and Special Conditions, if any.</td>
</tr>
<tr>
<td>Contract Form</td>
<td>The form furnished by the Tulalip Tribes of Washington that is to be completed and executed by the Contractor and the Tulalip Tribes of Washington to evidence that the Contract has been entered among them.</td>
</tr>
<tr>
<td>Contractor</td>
<td>A successful Bidder with whom the Tulalip Tribes of Washington has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.</td>
</tr>
</tbody>
</table>
D

Day

Calendar day, unless otherwise expressly specified to mean a working or business day.

Defective

When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval, or has been damaged prior to the Architect's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Tulalip Tribes of Washington in writing.

Documented Non-enrolled Descendent

Means a descendent of a Tribe with BIA documentation.

Drawings

The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of Specifications.

E

Engineer

The individual or firm responsible for providing professional design services for the Project.

Engineer’s Supplemental Instruction (ESI)

A document issued by the Engineer, through the Construction Manager, after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents.

F

Final Acceptance

The Tulalip Tribes of Washington’s acceptance of the Work from the Contractor upon certification by the Architect and Construction Manager of Contract Completion.

Furnish

To supply to another party for their use of installation, including cost of delivery and unloading at the job site.
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.

Install

To distribute, uncrate, assemble, and fix into the intended final positions; the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean up, and dispose of rubbish.

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.

Material Supplier

A person or entity who furnishes materials, equipment or supplies for Work on the Project.

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 of Commencement

The notice prepared by the Tulalip Tribes of Washington identifying the Project, the Contractors, the Surety for each Contractor and the name of the Tulalip Tribes of Washington’s representative upon whom a Claim Affidavit may be served.

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.
Or Equal
See Approved Equal.

Owner
See The Tulalip Tribes of Washington.

Owner’s Representative
See Construction Manager.

Partial Occupancy
The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents and has been approved for temporary occupancy by the local building department or authority having jurisdiction so the Tulalip Tribes of Washington can occupy or utilize the Project, or designated portion thereof, for its intended use.

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.

Project
The improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.

Proposal
The offer of a Contractor to complete the Work set forth in an Engineer’s Supplemental Instruction or scope of work description.

Proposed Equal
Article, device, material, equipment, form of construction or other item proposed by a Bidder for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

Provide
To furnish, install and connect complete.

Punch List
A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
<table>
<thead>
<tr>
<th><strong>Record Drawings</strong></th>
<th>Drawings or computer files revised by the Engineer to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Engineer.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regulations / Ordinance</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Request for Information (RFI)</strong></td>
<td>Written request from the Contractor to the Engineer, through the Construction Manager, seeking an interpretation or clarification of the Contract Documents.</td>
</tr>
<tr>
<td><strong>Reservation</strong></td>
<td>Shall mean all lands and waters within the exterior boundaries of the Tulalip Indian Reservation or within the jurisdiction of the Tulalip Tribes.</td>
</tr>
<tr>
<td><strong>Responsive Bid</strong></td>
<td>Shall mean at a minimum that the bid shall comply with all bid requirements stated in writing and shall be at a reasonable price.</td>
</tr>
<tr>
<td><strong>Samples</strong></td>
<td>Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish Standards by which the Work will be judged.</td>
</tr>
<tr>
<td><strong>Schedule of Values</strong></td>
<td>See Contract Cost Breakdown.</td>
</tr>
<tr>
<td><strong>Shop Drawings</strong></td>
<td>Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.</td>
</tr>
<tr>
<td><strong>Special Conditions</strong></td>
<td>Amendments to the General Conditions, which describe conditions unique to a particular Project, including without provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Tulalip Tribes of Washington personnel for operation and maintenance of the Project.</td>
</tr>
</tbody>
</table>
Specifications
Those portions of the Contract Documents consisting of the detailed written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto.

Standard
The articles, devices, materials, equipment, forms of construction and other items named in the Specifications or Addenda to denote kind, quality or performance requirements for each significant portion of the Work. All bids and Proposals shall be based on Standards named in the Specifications or Addenda.

Standard Conditions
The standard forms, terms and conditions of the Contract for Construction, provided by the Tulalip Tribes of Washington and as in effect from time to time.

Subcontractor
A person or entity who undertakes to construct, alter, erect, improve, repair, demolish, remove, dig, drill or otherwise perform any part of the Work on the Project under a contract with any person other than the Tulalip Tribes of Washington.

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”.

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 over all employment and contract activities within the Nation’s jurisdiction and the term shall be so interpreted by the Commission and the Courts.

Tribal Preference
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

See Tulalip Tribes of Washington.

Tulalip Tribes of Washington

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

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.

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.
The Tulalip Tribes of Washington

Notice to Bidders

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

BID SOLICITATION NUMBER 2017-005

Marine Drive Mitigation

in accordance with the Drawings and Specifications prepared by:

Parametrix
719 2nd Avenue, Suite 200
Seattle, WA 98104
(206) 394-3700

The Construction Manager for the Project is:

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

This Tulalip Tribes project provides for expanding and enhancing impacted wetlands, expanding the wetland buffer, enhancing stream and wetland buffers, and restoring temporarily impacted wetland buffers to pre-construction conditions.

The Request for Bid Proposal is restricted to certified Native American Owned Businesses (i.e., Prime Contractors) only. Native American Owned Businesses submitting proposals shall submit evidence of certification from the Tulalip Tribes’ TERO (Tribal Employment Rights Ordinance) office as being a certified Native American Owned Businesses with their Proposal in order to obtain the preferences provided for in the Request for Bid Proposal.

Native American Preference related to contracting, subcontracting, and suppliers in the project is required. Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes’ Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring, promotions, training, and all other aspects of employment. Bidders shall comply with this Code and the rules, regulations, and orders of the TERO Commission. For more information about The Tulalip Code, Chapter 9.05 – TERO Code, contact The Tulalip Tribes’ TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: http://www.tulaliptero.com/

Sealed bids will be received for:

Bid Package No.: 2017-005 – Marine Drive Mitigation

until Thursday, October 5, 2017 at 2:00 p.m. at which time all bids will be opened and read aloud. All required bid documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FACSIMILE OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

A mandatory pre-bid meeting will be conducted on site on Thursday, September 28, 2017, at 10:00 a.m.

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

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

1. On the Internet – Free of Charge:

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

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

   Consolidated Borough of Quil Ceda Village
   8802 27th Avenue NE
   Tulalip, WA 98271-9694
   (360) 716-5024 office
   (360) 716-0165 facsimile

The following is applicable to federal aid projects.

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

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as setforth herein. Successful Bidder shall also provide the Tulalip Tribes of Washington with a Confidentiality Agreement Completed and signed by all lower tier contractors and/or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information ("Confidential Information") regarding the Tulalip Tribes of Washington for the Project identified as Marine Drive Mitigation Contract Documents ("Project"). "Confidential Information" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Tulalip Tribes of Washington.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any “Confidential Information” regarding this “Project” to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington.

Agreed to and accepted:

Signature: ____________________________________

Title: _______________________________________

Printed Name: _______________________________________

DATE:_________________________
INSTRUCTIONS TO BIDDERS

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

Article 1  .................................................................... Contract Information
Article 2  .................................................................... Bidding Procedures
Article 3  .................................................................... Bid Opening & Consideration of Bids
Article 4  .................................................................... Withdrawal of Bid
Article 5  .................................................................... Bid Estimate
Article 6  .................................................................... Bid Guaranty and Contract Bond
Article 7  .................................................................... Contract Award and Execution
Article 8  .................................................................... Applicable Law and Forum

ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

1.1.1 The Tulalip Tribes of Washington’s Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and to give preference to Indians in contracting goods and services. Bidders and must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.

1.1.2 The preference requirements contained in The Tulalip Code, Chapter 9.05 – TERO Code shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting contract agreements.

1.1.3 For more information about The Tulalip Code, Chapter 9.05 – TERO Code, contact the Tulalip Tribes” TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: http://www.tulaliptero.com.

1.1.4 The following requirements apply to the Bid Award Criteria and Procedures for the Project:

1.1.4.1 Bidding is restricted to certified Native American Owned Businesses.

1.1.4.2 Minimum TERO Participation Requirements for Employment:

1.1.4.2.1 A minimum of zero percent (0%) of the entire project work force shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 – TERO Code.
1.1.4.2.2 The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.

1.1.4.2.3 Bidders are encouraged to exceed the minimum requirement for employment.

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

1.1.4.3.1 Bidder shall contract with a minimum number of zero (0) certified Tulalip Tribal Member NAOB firms to be considered responsive and responsible.

1.1.4.3.2 The total value of Tulalip Tribal Member NAOB contracted work shall be a minimum of zero percent (0%) of the total Bid Proposal Price.

1.1.4.3.3 Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB Subcontractors and Suppliers.

1.1.4.3.4 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A.

1.1.4.4 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:

1.1.4.4.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.

1.1.4.4.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B.

1.1.4.5 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.4.

1.2 NOT USED.

1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.

1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.
1.4 **USE OF FACSIMILE TRANSMISSION**

1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph IB 1.3.1.

1.4.2 Notice of withdrawal of a bid may be given by facsimile transmission provided an original signed document is received within three (3) business days of the facsimile transmission.

**ARTICLE 2 - BIDDING PROCEDURES**

2.1 **EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE**

2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.

2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.

2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:

2.1.3.1 The condition, layout and nature of the Project site and surrounding area;

2.1.3.2 The availability and cost of labor;

2.1.3.3 The availability and cost of materials, supplies and equipment;

2.1.3.4 The cost of temporary utilities required in the bid;

2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

2.1.3.6 The generally prevailing climatic conditions;

2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.

2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Tulalip Tribes of Washington and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder’s own borings, test excavations and other subsurface information upon request made to the Construction Manager not less than ten (10) days prior to the opening of the bids.
2.2 PRE-BID MEETING

2.2.1 The Bidder is strongly encouraged to attend any pre-bid meetings, where the Engineer and the Construction Manager will answer questions regarding the Contract Documents.

2.2.2 The Construction Manager, with the assistance of the Engineer, shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.

2.2.3 Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.

2.2.4 If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each person of record holding Contract Documents.

2.3 INTERPRETATION

2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the current International Building Code, the Bidder shall submit a written request to the Engineer, through the Construction Manager, for an interpretation or clarification.

2.3.1.1 The Bidder shall be responsible for prompt delivery of such request.

2.3.1.2 In order to prevent an extension of the bid opening, the Bidder is encouraged to make all requests for interpretation or clarification a minimum of seven (7) days before the bid opening.

2.3.2 If the Engineer determines that an interpretation or clarification is warranted, the Engineer shall issue an Addendum and the Construction Manager shall provide a copy to each person of record holding Contract Documents in accordance with paragraph IB 1.3. Any Addendum shall be deemed to have been validly given if it is delivered via facsimile, issued and mailed, or otherwise furnished to each person of record holding the Contract Documents. If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

2.3.3 Any interpretation or clarification of the Contract Documents made by any person other than the Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.

2.3.4 The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.
2.4 STANDARDS

2.4.1 The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind quality or performance requirement shall be known as Standards and all bids shall be based upon those Standards.

2.4.2 Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.5 NOT USED.

2.6 BID FORM

2.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.

2.6.1.1 Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.

2.6.1.2 Unless the Bidder withdraws the bid as provided in IB Article 4, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.

2.6.2.1 The Bidder shall show bid amounts for the Total Base Bid and any Alternate(s) in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.

2.6.3 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Tulalip Tribes of Washington reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.

2.6.3.1 If no change in the bid amount is required, indicate "No Change" or "$0 dollars".

2.6.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected.
2.6.3.3 If an Alternate is not selected, an entry by a Bidder as listed in paragraph IB 2.6.3.2 on that Alternate will not, by itself, render a Bidder nonresponsive.

2.6.3.4 In a combined bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the bid to be rejected as nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.

2.6.4 Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.

2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Tulalip Tribes of Washington executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

2.7.1 A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:

2.7.1.1 If the Bid is restricted to certified Tulalip Tribal Member NAOBs or NAOBs, then Bidder shall submit evidence of certification from the Tulalip Tribes" TERO office as being a certified NAOB for the identified NAOB category.

2.7.1.2 A Bid Guaranty as provided in paragraph IB 6.1.

2.7.1.3 A Power of Attorney of the agent signing for a Surety which is licensed in Washington, when a Bid Guaranty and Contract Bond is submitted.

2.7.1.4 Native American Owned Business Written Confirmation Documentation for each Tulalip Tribal Member NAOB and NAOB firm listed on the Bidder's Bid Form.

2.8 UNIT PRICES

2.8.1 When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.

2.8.2 Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.

2.8.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.
2.8.4 The Bidder agrees that the Tulalip Tribes of Washington may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.

2.8.5 Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

2.8.6 If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Tulalip Tribes of Washington or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

2.9 CHANGE IN THE BID AMOUNT

2.9.1 Any change to a previously submitted bid shall be made in writing and must be received by the Tulalip Tribes of Washington before the time scheduled for the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.

2.9.2 Changes shall provide an amount to be added or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.

2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the bid shall not be opened or considered for award of a Contract.

2.10 COPIES OF THE DRAWINGS AND SPECIFICATIONS

2.10.1 The Contractor shall maintain at the Project site the permits and one (1) complete set of Drawings and Specifications approved by the Tribes, city, local or state building department having lawful jurisdiction over the project.

2.10.2 Unless otherwise specified in the Contract Documents, the Engineer, through the Construction Manager, shall furnish to the Contractor, free of charge, four (4) sets of Drawings and Specifications if the Contract price is $500,000 or less, and seven (7) sets of Drawings and Specifications if the Contract price is in excess of $500,000.

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

3.1.1 It is the responsibility of the Bidder to submit the bid to the Tulalip Tribes of Washington at the designated location prior to the time scheduled for bid opening.

3.1.2 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the scope of Work or Contract and the date of the bid opening shown on the envelope.

3.1.3 No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.
3.2 BID OPENING

3.2.1 Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read aloud and the tabulation made public.

3.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

3.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

3.3 BID OPENING EXTENSION

3.3.1 If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

3.4 BID EVALUATION CRITERIA

3.4.1 The Tulalip Tribes of Washington reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Tulalip Tribes of Washington determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 The Tulalip Tribes of Washington reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

3.4.2 The Tulalip Tribes of Washington may reject the bid of any Bidder who has engaged in collusive bidding.

3.4.3 The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.

3.4.4 The Tulalip Tribes of Washington may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Tulalip Tribes of Washington may determine.

3.5 BID EVALUATION PROCEDURE

3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington, all bids may be rejected in accordance with applicable Tribal Ordinances or Codes.

3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington determines to accept.

3.5.1.2 The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.
3.5.1.3 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Tulalip Tribes of Washington reserves the right to select one Bidder in the following manner:

3.5.1.3.1 If the Request for Bid Proposal is restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.1.3.2 If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.1.3.3 If the Request for Bid Proposal is not restricted to NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.2 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.2.1 Whether the Bidder’s bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

3.5.2.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;

3.5.2.3 Preferences required by Tribal Ordinances, Codes, or Laws;

3.5.2.4 The experience of the Bidder;

3.5.2.5 The financial condition of the Bidder;

3.5.2.6 The conduct and performance of the Bidder on previous contracts;

3.5.2.7 The facilities of the Bidder;

3.5.2.8 The management skills of the Bidder;

3.5.2.9 The ability of the Bidder to execute the Contract properly;

3.5.2.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.

3.5.2.11 Bidder’s commitment to Safety and worker training.

3.5.3 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Tulalip Tribes of Washington shall follow the procedure set forth with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded or all bids are rejected or all Bidders are determined to be not responsible.
3.6 REJECTION OF BID BY THE TULALIP TRIBES OF WASHINGTON

3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Tulalip Tribes of Washington shall reject such Bidder and notify the Bidder in writing by certified mail of the finding and the reasons for the finding.

3.6.2 A Bidder who is notified in accordance with paragraph IB 3.6.1 may object to such Bidder's rejection by filing a written protest which must be received by the Tulalip Tribes of Washington, through the Construction Manager, within five (5) days of the notification provided pursuant to paragraph IB 3.6.1.

3.6.3 Upon receipt of a timely protest, representatives of the Tulalip Tribes of Washington shall meet with the protesting Bidder to hear the Bidder's objections.

3.6.3.1 No award of the Contract shall become final until after the representatives of the Tulalip Tribes of Washington have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Tulalip Tribes of Washington.

3.6.3.2 If all protests are rejected in the Tulalip Tribes of Washington’s discretion the award of the Contract shall be affirmed by the Tulalip Tribes of Washington or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

3.7.1 The Tulalip Tribes of Washington shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.

3.7.2 The Tulalip Tribes of Washington reserves the right to rescind any Notice of Intent to Award if the Tulalip Tribes of Washington determines the Notice of Intent to Award was issued in error.

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

4.1.1 A Bidder may withdraw a bid after the bid has been received by the Tulalip Tribes of Washington, provided the Bidder makes a request in writing and the request is received by the Tulalip Tribes of Washington prior to the time of the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington designated to open bids.

4.2 WITHDRAWAL AFTER BID OPENING

4.2.1 All bids shall remain valid and open for acceptance for a period of, at least, 60 days after the bid opening; provided, however, that within two (2) business days after the bid opening, a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, provided the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a
substantial quantity of Work, labor or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a bid must be made in writing filed with the Tulalip Tribes of Washington, through the Construction Manager, within two (2) business days after the bid opening.

4.2.1.2 No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.

4.2.2 If a bid is withdrawn under paragraph IB 4.2.1, the Tulalip Tribes of Washington may award the Contract to another Bidder the Tulalip Tribes of Washington determines to be the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and advertise for other bids. If the Tulalip Tribes of Washington advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Tulalip Tribes of Washington finds that such costs would not have been incurred but for such withdrawal.

4.2.3 A Bidder may withdraw the Bidder's bid at any time after the period described in paragraph IB 4.2.1 by written notice to the Tulalip Tribes of Washington.

4.3 REFUSAL BY TULALIP TRIBES OF WASHINGTON TO ACCEPT WITHDRAWAL

4.3.1 If the Tulalip Tribes of Washington intends to contest the right of a Bidder to withdraw a bid pursuant to paragraph IB 4.2.1, a hearing shall be held by one or more representatives of the Tulalip Tribes of Washington within ten (10) days after the bid opening and an order shall be issued by the Tulalip Tribes of Washington allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Tulalip Tribes of Washington, through the Construction Manager, shall give the withdrawing Bidder timely notice of the time and place of any such hearing.

4.3.1.1 The Tulalip Tribes of Washington shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4 REFUSAL BY BIDDER TO PERFORM

4.4.1 If the Tulalip Tribes of Washington denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Tulalip Tribes of Washington may reject all bids or award the Contract to the next lowest or most responsive and responsible Bidder, as applicable.

4.5 EFFECT OF WITHDRAWAL

4.5.1 No Bidder who is permitted, pursuant to paragraph IB 4.2.1, to withdraw a bid, shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the Tulalip Tribes of Washington.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Tulalip Tribes of Washington in an amount equal to any
compensation paid to or for the benefit of the withdrawing Bidder without such approval.

**ARTICLE 5 – BID ESTIMATE**

**5.1 BID TOTALS**

5.1.1 No Contract shall be entered into if the price of the Contract, or if the Project involves multiple Contracts where the total price of all Contracts for the Project, is in excess of ten (10) percent above the entire estimate.

**5.2 SUBSTANTIALLY LOW BID**

5.2.1 No Bidder shall be responsible if the Bidder’s bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is $100,000 or more, and no Bidder shall be responsible if the Bidder’s bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract where the estimate is less than $100,000, unless the following procedures are followed.

5.2.1.1 The Construction Manager and the Engineer conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Engineer shall submit a written summary of the interview to the Tulalip Tribes of Washington.

5.2.1.2 The Tulalip Tribes of Washington reviews and approves the Bidder’s responsibility.

5.2.1.3 The Construction Manager notifies the Bidder’s Surety, if applicable, in writing that the Bidder with whom the Tulalip Tribes of Washington intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

**ARTICLE 6 – BID GUARANTY AND CONTRACT BOND**

**6.1 BID GUARANTY**

6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to the Tulalip Tribes of Washington, in the form of either:

6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.2 The signed Bid Proposal Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.3 A cashier’s check in the amount of five (5) percent of the Base Bid plus add Alternates.

6.1.1.4 If Bidder elects to file with the bid a Bid Guaranty under paragraph IB 6.1.1.3 Bidder shall also file with the bid a signed Statement of Intended Surety contained in the Contract Documents.

6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Tulalip Tribes of Washington and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for execution of the Contract Form,
within the time specified in the Contract Documents. Any Bid Guaranty must be payable to the Tulalip Tribes of Washington.

6.1.3 If the blank line on the Bid Guaranty and Contract Bond or Bid Proposal Bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus add Alternates. If the blank line is filled in, the amount must not be less than the full amount of the Base Bid plus add Alternates, stated in dollars and cents. A percentage is not acceptable.

6.1.4 The Bid Guaranty and Contract Bond or Bid Proposal Bond must be signed by an authorized agent, with Power of Attorney, from the Surety. The Bid Guaranty and Contract Bond or Bid Proposal Bond must be issued by a Surety licensed to transact business in the State of Washington.

6.1.5 Bid Guaranties will be returned to all unsuccessful Bidders 90 days after the bid opening. If used, the cashier's check will be returned to the successful Bidder upon compliance with all conditions precedent for execution of the Contract Form.

6.2 FORFEITURE

6.2.1 If for any reason, other than as authorized by paragraph IB 4.2.1 or paragraph IB 6.3, the Bidder fails to execute the Contract Form, and the Tulalip Tribes of Washington awards the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, the Bidder who failed to enter into a Contract shall be liable to the Tulalip Tribes of Washington for the difference between such Bidder's bid and the bid of the next lowest or most responsible Bidder, as applicable, or for a penal sum not to exceed five (5) percent of the bid amount, whichever is less.

6.2.2 If the Tulalip Tribes of Washington then awards a Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, and such Bidder also fails or refuses to execute the Contract Form, the liability of such lowest or most responsive and responsible Bidder, as applicable, shall, except as provided in paragraph IB 6.3, be the amount of the difference between the bid amounts of such lowest or most responsible Bidder, as applicable, and another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, but not in excess of the liability specified in paragraph IB 6.2.1. Liability on account of an award to each succeeding lowest or most responsive and responsible Bidder, as applicable, shall be determined in like manner.

6.2.3 If the Tulalip Tribes of Washington does not award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, but resubmits the Project for bidding, the Bidder failing to execute the Contract Form shall, except as provided in paragraph IB 6.3, be liable to the Tulalip Tribes of Washington for a penal sum not to exceed five (5) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.

6.3 EXCEPTION TO FORFEITURE

6.3.1 A Bidder for a Contract costing less than $500,000 may withdraw a bid from consideration if the Bidder's bid for some other Contract costing less than $500,000 has already been accepted, if the Bidder certifies in good faith that the total price of
all such Bidder’s current contracts is less than $500,000, and if the Bidder’s Surety, if applicable, certifies in good faith that the Bidder is unable to perform the subsequent contract because to perform such Contract would exceed the Bidder’s bonding capacity.

6.3.2 If a bid is withdrawn pursuant to paragraph IB 6.3.1, the Tulalip Tribes of Washington may award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and resubmit the Project for bidding, and neither the withdrawing Bidder nor such Bidder's Surety, as applicable, shall be liable for the difference between the Bidder's bid and that of another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, for a penal sum, or for the costs of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders.

6.4 CONTRACT BOND

6.4.1 If the Bidder executes the Contract Form, the Bidder shall, at the same time, provide a Bond meeting the requirements of the Contract Documents, unless the Bidder provided an acceptable Bid Guaranty and Contract Bond at the time of the bid opening. A “A-VII” or better Best Rated Surety Company shall issue the required bond.

6.4.2 The Bond shall be in the full amount of the Contract to indemnify the Tulalip Tribes of Washington against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract.

6.4.3 The Bond shall be supported by a Power of Attorney of the agent signing for a Surety. The Bond shall be supported by a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington.

6.5 NOT USED

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.

7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award shall be cause for the Tulalip Tribes of Washington to cancel the Notice of Intent to Award for the Bidder’s lack of responsibility and award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, or
resubmit the Contract for bidding, at the discretion of the Tulalip Tribes of Washington.

7.1.1.2 The Tulalip Tribes of Washington may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid is accepted by the Tulalip Tribes of Washington and with respect to whom the Tulalip Tribes of Washington awards and executes a Contract.

7.2.1.1 If the Contract is awarded and the Contract Form is executed within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.

7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Tulalip Tribes of Washington is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.

7.2.1.3 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, no request for increased costs will be granted.

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

7.3.1 Bond, if required. To support the Bond, a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington;

7.3.2 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;

7.3.3 Certificate of Insurance (ISO general liability form CG 2010 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state “The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village are named as “Additional Insureds” to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village.” The wording “endeavor to” and “but failure to” under CANCELLATION shall be stricken from the certificate. The Tulalip Tribes of Washington reserves the right to request a certified copy of the Contractor's insurance policies meeting the requirements of GC Article 12;

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

7.3.5 Contractor signed Contract Form;
7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;
7.3.7 Current Tulalip Tribes Business License; and
7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

7.4.1 The Tulalip Tribes of Washington shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:

7.4.1.1 Contract Cost Breakdown;
7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;
7.4.1.3 Outline of qualifications of the proposed superintendent; and
7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

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

8.2 FORUM FOR MONEY DAMAGES

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

8.3 FEDERAL ACQUISITION REGULATIONS

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

http://acquisition.gov/far/
The FAR sections are applicable to the work covered in the Proposal and include:

52.204-6 Data Universal Numbering System (DUNS) Number.
52.204-7 Central Contractor Registration.
52.204.10 Reporting Subcontractor Awards.
Project Name: Marine Drive Mitigation
Date of Bid: ____________

Location of Project: 6406 Marine Drive/Administration Building Access Road
Tulalip, WA 98271

COMPANY NAME OF BIDDER: ________________________________

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:
YES __________ If Yes, Percentage (%) of Indian Ownership: _________ NO _________

Having read and examined the Contract Documents, including without limitation the Drawings
and Specifications, prepared by the Engineer and the Tulalip Tribes of Washington for the
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 # 2017-005 – Marine Drive Mitigation

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

Remainder of page intentionally left blank
**Bid Schedule A**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SECTION</th>
<th>ITEM DESCRIPTION</th>
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**SUBTOTAL SCHEDULE A $**

**TERO TAX @ 1.75% $**

**TOTAL SCHEDULE $**

**TOTAL BID AMOUNT:**  
(Write in Words Above Base Bid Amount)

**Trench Excavation Safety Provisions (included in Base Bid Amount Above): $**  
(Write in Number Form Above)

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

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

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

<table>
<thead>
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<th>NAME</th>
<th>POSITION</th>
<th>PREFERRED EMPLOYEE</th>
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**SECTION II – PREFERRED “TRADE” EMPLOYEES** (if required, attach additional sheets if needed) – (Weight of Award 10 points)

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<thead>
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<th>NUMBER OF PREFERRED “TRADE” EMPLOYEES</th>
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**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) – (Weight of Award 25 points)
SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR
SUPPLIER(S) (if required, attach additional sheets if needed) – (Weight of Award 15 points)

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)</th>
<th>TYPE OF WORK TO BE AWARDED</th>
<th>DOLLAR VALUE OF WORK</th>
<th>TYPE OF LOWER-TIER</th>
<th>TULALIP NAOB</th>
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<tbody>
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SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) – (Weight of Award 10 points)

<table>
<thead>
<tr>
<th>NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)</th>
<th>TYPE OF WORK TO BE AWARDED</th>
<th>DOLLAR VALUE OF WORK</th>
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</table>
Should Contractor fail to comply, to the fullest extent possible, with provisions for employment and or contracting as defined in The Tulalip Code, Chapter 9.05 – TERO Code, Contractor may be found to be in breach of Contract. If it is determined that a breach has occurred, Contractor acknowledges that said breach will be grounds to terminate Contractor’s Contract agreement without claim against The Tulalip Tribes of Washington or the Project for any additional compensation and or consideration.

**BIDDER’S CERTIFICATION**

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

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.

3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder’s Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.

4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.

5. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.

6. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to certified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.

9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
The Tulalip Tribes of Washington

NON - COLLUSION DECLARATION

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

NON-COLLUSION DECLARATION

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

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.
The Tulalip Tribes of Washington

Certification for Federal-Aid Contracts

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.
Any modification made to either the bid form or exception taken to the defined scope of work outlined in this bid package may result in the bid proposal being considered non-responsive.

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

BIDDER’S NAME (PRINT): ____________________________
Authorized Signature: ____________________________
Title: _________________________________________
Company Name: _________________________________
Mailing Address: _________________________________
Telephone Number: (___) ___________ Facsimile Number (___) ___________
Where Incorporated: _____________________________
Type of Business (circle one): 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: _______________________

END OF BID FORM
Native American Owned Business (NAOB) Written Confirmation Document

As an authorized representative of the Native American Owned Business (NAOB), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided on the bidder's Bid Proposal Form, Section IV.

Contract Title: ________________________________

Bidder's Business Name: _______________________

NAOB's Business Name: _________________________

NAOB Signature: ______________________________

NAOB's Representative __________________________

Name and Title: ________________________________

Date: ____________________

The entries must be consistent with what is shown on the bidder's Bid Proposal Form, Section IV. Failure to do so will result in bid rejection. See Instructions to Bidders Section 1.1.7; Minimum TERO Participation for Subcontractors.

Description of Work: __________________________

Amount to be Awarded to NAOB: __________________
The Tulalip Tribes of Washington

FORM OF BID GUARANTY & CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
(Address) _______________________________________,
and ________________________________________ as Surety, are hereby held and firmly
bound unto the Tulalip Tribes of Washington, herein referred to as Tulalip Tribes, in the penal
sum of the dollar amount of the bid submitted by the Principal to the Tulalip Tribes on (date)
____________, ____ to undertake the Project known as: _______________________________.

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such
contract; and indemnify the Tulalip Tribes against all damage suffered by failure to perform such
contract according to the provisions thereof and in accordance with the plans, details,
specifications and bills of material therefore; and shall pay all lawful claims of subcontractors,
material suppliers and laborers for labor performed and materials furnished in the carrying
forward, performing or completing of said contract; we, agreeing and assenting to, at this
undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well
as for the Tulalip Tribes herein; then this obligation shall be void; otherwise the same shall remain
in full force and effect; it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

SIGNED this _____ day of __________________, ________

PRINCIPAL:

________________________________________

By: _________________________________

Title: _________________________________

SURETY:

________________________________________

Address: ______________________________

________________________________________

Phone: (___) __________________________

By: _________________________________

Attorney-in-Fact

SURETY AGENT:

________________________________________

Address: ______________________________

Phone: (___) __________________________
The Tulalip Tribes of Washington

<table>
<thead>
<tr>
<th>STATEMENT OF INTENDED SURETY</th>
</tr>
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<tbody>
<tr>
<td>(Required if Bid Deposit is NOT a Surety Bond)</td>
</tr>
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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: (___) ________________________
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 ____________________ as surety, are held and firmly bound unto The Tulalip Tribes of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

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

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

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

Principal
(Name)
(Address)

By
(Signature of Authorized Rep)
(Typed Name of Authorized Rep)

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.
The Tulalip Tribes of Washington

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that we (Name of Contractor) _________________________, (Address of Contractor) _________________________, hereinafter called (Corporation, Partnership, or Individual) Principal, and (Name of Surety) _________________________, (Address of Surety) _________________________, hereinafter called Surety, are held and firmly bound unto (Name of Owner) _________________________, (Address of Owner) _________________________, hereinafter called Owner, in the penal sum of __________ Dollars, ($__________), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the owner, dated _______________ day of ___________________, 20_____, a copy of which is hereto _________________________.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

By: ________________________________ By: ________________________________
Witness of Surety Attorney-In-Fact
Attorney Attorney

Note: Date of Bond must not be prior to the date of contract, __________. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 57 – as amended) and be authorized to transact business in the state where the project is located.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we (Name of Contractor) _________________________, 
(Address of Contractor) _________________________, hereinafter called (Corporation, Partnership, or Individual) Principal, and (Name of Surety) _________________________, (Address of Surety) _________________________ hereinafter called Surety, are held and firmly bound unto (Name of Owner) _________________________, (Address of Owner) _________________________ hereinafter called Owner, in the penal sum of __________ Dollars, ($__________), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the owner, dated _______________ day of ___________________, 20_____, a copy of which is hereto _________________________.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

By: _________________________ By: _________________________
Witness of Surety Attorney-In-Fact

_________________________________  _________________________
Attorney  Attorney

Note: Date of Bond must not be prior to the date of contract, __________. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 57 – as amended) and be authorized to transact business in the state where the project is located.
TULALIP TERO MISSION STATEMENT

The Tulalip TERO has a mission to help improve the quality of life for Tulalip Tribal members and other Native American families through opportunities that can assist them in pursuing quality jobs or careers with decent wages and by protecting their rights of preferential employment, training, business and economic opportunities on and near the Tulalip Reservation. Also, to assist business in achieving compliance with hiring Native American qualified workers.

Information
6404 Marine Drive, Tulalip, WA 98271
Office: (360) 716-4747
Fax: (360) 716-0612
Alternate Fax: (360) 716-0249

Driving Direction From Seattle:
Go North on highway I-5. At exit 199, turn RIGHT onto Ramp and turn LEFT (West) onto SR-528 [4th St]. Road name changes to Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

Driving Direction From Mount Vernon:
Go South on highway I-5. At exit 199, turn RIGHT onto Ramp and bear RIGHT (West) onto Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

On June 20, 2012, the Tulalip Tribes board of Directors enacted the Tribal Employment Rights Office Code which is the preferential employment and contracting laws of the land within the boundaries of the Tulalip Reservation.

Tulalip TERO office requires businesses to:

- Hire TERO qualified and certified workers;
- Give Native owned businesses the opportunity to bid;
- Fill out and negotiate a compliance plan prior to commencing work; and
- Pay 1.75% TERO fee on all construction projects over $10,000

FREQUENTLY ASKED QUESTIONS

The following presents a list of the most frequently asked questions and inquiries about Native American Preference and Tribal Employment Rights Office (TERO).

1. WHAT IS THE PURPOSE OF TERO?

To access more employment & training opportunities for Native Americans and their families. To provide more business & economic opportunities for businesses owned by Native Americans.

2. WHY IS THERE A NEED FOR TERO?

Since unemployment rate in Native communities remains high, Tribes must take strong actions to protect the employment rights of Native American people.
3. **WHAT ARE THE BASIC REQUIREMENTS OF TERO?**

All employers operating within tribal jurisdiction are required to provide Indian preference in employment, training, contracting, and subcontracting. Following are the major provisions and requirements found in most TERO Codes that employers must adhere to:

A. To ensure Native preference, employers need to submit and negotiate a detailed compliance plan of employer workforce needs with a TERO Compliance Officer.

B. To utilize the TERO skills banks for all referrals and consider Native applicants before interviewing or hiring any Non-Native worker.

C. To negotiate with the TERO Compliance Officer(s) the specific number of Natives in each job classification and to cooperate with tribal training programs to hire a certain number of trainees.

D. To eliminate all extraneous job qualification criteria or personnel requirements which may act as a barrier to Native employment. TEROs are guided by EEOC guidelines for verifying legitimate Bona-fide Occupational Qualifications (BFOQ's).

E. To keep in contact with the TERO office in order to resolve any employee problems and issues.

F. To acknowledge and respect tribal religious beliefs and cultural difference and to cooperate with TERO to provide reasonable accommodations.

G. All employers who have collective bargaining agreements with one or more unions must secure a written agreement from their unions indicating that they will comply with TERO.

H. The TERO certified worker shall be treated the same as the other employees. There will be a Zero tolerance to discrimination within the boundaries of the Tulalip Reservation.

The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above.

4. **WHAT IS A COMPLIANCE PLAN?**

A Compliance Plan is a written document that provides detailed descriptions of a construction project with all the pertinent information. This is where you list your key personnel and your workforce needs. A Key employee is a permanent employee who is in a supervisory or specialized position and without this person an employer would face a financial loss. This document is then negotiated with a TERO Compliance Officer for approval.

5. **WHAT TERO REQUIREMENTS ARE THERE IN CONTRACTING BIDS?**

The TERO Office has a Native American Owned Business Registry (NAOB) in which TERO certifies that the companies are owned by Native Americans. The TERO Code requires that Contractors and or Subcontractors provide opportunities to every NAOB that is qualified to do the work.

6. **IS THERE A DIFFERENCE BETWEEN TRIBAL AND NATIVE AMERICAN PREFERENCE?**

Yes, on Tribally funded projects TERO can require Tribal member preference. This is permissible under Federal law because tribes are exempt from Title VII of the Civil Rights Act, Executive Order 11246 and most other employment rights legislation. Native
American preference is permissible under some federal laws i.e., Indian Self Determination Act, Buy Indian Act and under most federal laws.

7. WHAT IS THE EXTENT OF TERO JURISDICTION?

A Tribe has the authority to enact and enforce any Indian employment preference law that is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principle of Indian law and is supported by a host of Supreme Court decisions. The jurisdiction is legally described or defined by treaty or legislation. The exterior boundaries of the reservation including cede territories and lands where jurisdiction has not been extinguished. TERO has a political preference, not a racial preference and does not violate Title VII or any other Federal Employment Law.

8. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by Federal / State governments, schools, churches and some non-profits are not covered by TERO. Some Tribes also exempt themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

9. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?

No. Since TERO is pro-active, the compliance plans are signed by TERO and the employer prior to the commencement of work prevents disputes. The Compliance Officers will monitor the TERO requirements by doing onsite compliance visits that would not be detrimental to business operations. TERO can sanction employers for violations which may shut down operations but only in severe disputes and in accordance with the applicable law.

10. DOESN'T TERO DO AWAY WITH THE COMPETITIVE BIDDING PROCESS AND FAIR COMPETITION?

No. It provides preference to certified and qualified Native American businesses on projects on or near the Tulalip Reservation. As with employment contracting preference is permissible or required under Federal, Tribal, State or other Local laws. Preference is not provided to the exclusion of other businesses. Price and quality are still primary considerations.

11. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?

Yes. The first level of protection comes from the TERO Compliance Officer who handles the charge. These officers are trained to deal with facts and merits of the case before making determinations. Beyond the TERO Commission, grievant can seek relief in the Tribal and Federal Courts.

12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?

Violation of TERO requirements may result in severe sanctions. If the TERO office determines that employers willfully and intentionally breached TERO requirements. TERO may:

A. Deny such party the right to commence business on the reservation;

B. Impose a civil fine on such party ranging on most reservations anywhere from $500.00 to $5,000.00 per violation;

C. Terminate or suspend party’s operation and deny them the rights to conduct further business on the reservation; and or
D. Order any party to dismiss any illegally hired Non-Natives, take action to ensure future compliance and to make back payment of any lost wages be paid to the TERO certified Native Americans.

13. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

It is important to note that only one appeal to a TERO commission and tribal court decision has ever been appealed to the federal court. The case ended at the Ninth Circuit Court of Appeals and Appellate that upheld the TERO complaint and the Tribal Courts decisions.

14. ARE TERO FEES LEGAL?

Yes. Tribal authority to access a fee is equal to that of any government. Taxation, licenses and fees are a valuable source for financing Tribal governmental operations. Tribes therefore consider their social and economic needs and priorities and set the TERO requirements to suit them just as National, State, and other units of government do.

Many contractors without complaint pay taxes and comply with the governmental requirements of states, counties, etc., but openly oppose doing so with Tribes. This "cultural discrimination" is indicative of the lack of knowledge and acceptance of the sovereign authority of the Tribes. Employers can realize a substantial savings since Tribal taxes or fees pre-empt state or other local taxation on the reservation projects often to the benefit of the employer.

The Tulalip Tribes’ TERO fee is 1.75% of total cost on any project over $10,000.

TERO has the responsibility to ensure due process of the employer under the Tribal code and that only qualified and screened referrals are made to the employer.

15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO IN THEIR OPERATION?

When TERO first appeared in the late seventies there was opposition from some and difference from others. Over the past twenty years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Native American preference and TERO provisions, policies and procedures figure prominently in the following:

A. The Civil Rights Handbook.
C. The Small Business Administration 8(a) Program.
E. HUD Regulations.
F. BIA Acquisition Assistance Agreement 84-1.
G. EEOC / TERO Contracts.
H. OFCCP Indian Employment Initiative.
I. FHWA ISTEA "Indians in Highway Construction Initiative".
J. Indian Health Service Alaska Native Hiring Agreement.

K. US DOL/BAT Notice 84-1.

L. Indian Education Impact and Programs Under PL 81-815 (Construction) and PL 81-874 (OPS/Admin).

**CONTRACTORS**

The following outlines the TERO expectations and responsibilities placed on all contractors and subcontractors doing work on or near the Tulalip Reservation. This document should be read carefully, along with the TERO Code. If you have any questions or concerns contact a TERO Compliance Officer.

**TERO ACKNOWLEDGMENT:**

Requirement: The contractor / employer must comply with all rules and regulations as set forth in the TERO Code. This agreement will be affirmed in writing and will be signed and dated by the TERO Manager. Furthermore, if a project is expected to be of one month duration or more, the contractor must arrange a pre-construction meeting with the TERO Manager or TERO Compliance Officers prior to submitting a Compliance Plan to the TERO department.

**TERO LIAISON:**

Requirement: All contractors and employers must designate a responsible company official to coordinate all employment, training and contracting related activities with the TERO department to ensure that the company is in compliance with the TERO Code during all phases of the project.

**NATIVE AMERICAN OWNED BUSINESS REGISTRY:**

Requirement: The TERO Office maintains a certified Native American Owned Business Registry. All the businesses on the registry need to be given the opportunity to bid on any projects that they are qualified for. If they are within ten-percent (10%) of the lowest bid, you need to negotiate to see if they can reduce their price. But the fact remains that the bid will be awarded on: price, quality and capability unless other requirements are set forth in the bid documents.

**TERO COMPLIANCE PLAN:**

Requirement: All contractors, sub-contractors and or employers must have an approved written compliance agreement filed, negotiated and approved by the TERO Office prior to commencement of any construction activities on the Tulalip Reservation. There is a 1.75% TERO fee on any projects over $10,000 to be paid in full or negotiated with the TERO Compliance Officers.

**COMPLIANCE PLAN WORKFORCE/ KEY EMPLOYEE:**

Requirement: Contractors and or Employers shall be required to hire and maintain as many TERO / Native American preference employees as apply for and are qualified for each craft or skill.

Exception: Prior to commencing work on the Tulalip Reservation the prospective employer, contractor and subcontractors shall identify key and permanent employees.

Key employee: One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. An employee who is hired on a project by project basis may be considered a key employee so long as they are in a top supervisory position or perform a critical function.

Permanent employee: One who is and had been on the employers’ or contractors’ annual pay roll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.
Non-preferred Permanent and Key Employee(s) shall not exceed 20% of the workforce. Permanent and Key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

**TERO HIRING HALL & RECRUITMENT EFFORTS:**

Requirement: Contractor or employer is required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of (72) seventy-eight hours to furnish a qualified referral. Furthermore contractors and employers are required to provide TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience / skill requirements, employment screening procedures and anticipated duration of employment.

**NATIVE PREFERENCE:**

Requirement: All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the reservation shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or federal requirements restrict the preference specified below. The order of preference shall be given to the following persons in the following enumerated order:

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

Exception: Where prohibited by contractual agreements or federal requirements, the above order of preference set out in subsection 1.8, shall not apply. In such cases preference shall be given in accordance with the applicable contractual agreement, federal requirement, or Federal Law.

Requirement: If the TERO Office is unable to refer an adequate number of qualified, preferred employees for a Contractor, TERO will notify the Contractor who may fill the remaining positions with non-TERO workers. When this occurs, TERO work permits may be valid for one month from the date of issuance and may be renewed. Work permits are non-transferable.

Requirement: When work permits are issued, the contractor is still required to notify the TERO Office of all future job openings on the project so that qualified, preferred employees have an opportunity to be dispatched.

**JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMMODATIONS:**

Requirement: An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Natives which are not required by business necessity. The TERO department will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the religious beliefs and cultural traditions of Native workers.
TRAINING:

Requirement: Contractors and or Employers may be required to develop on the job training opportunities and or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

LAY-OFFS:

Requirement: TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays-off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees.

NOTE: The TERO Office is here to help in any way we can. Communication with the TERO Compliance Officers is very important in that it will help ensure the job to run smoothly.
THE TULALIP TRIBES OF WASHINGTON
CONTRACT AGREEMENT
FOR
Marine Drive MITIGATION

BID SOLICITATION No. 2017-005

This agreement entered into this ___ day of ____________, 20___ between The Tulalip Tribes of Washington, 6406 Marine Drive, Tulalip, WA 98271, hereinafter referred to as “Tulalip Tribes”, and___________, _____________________________ <insert Company name and address> hereinafter referred to as “Contractor”.

WITNESSETH, that the Contractor and The Tulalip Tribes for the consideration stated herein mutually agree as follows:

SECTION ONE
DESCRIPTION OF WORK

This Contract consists of this written agreement and all appurtenant “contract documents” described in Section Six of this agreement. Contractor shall perform the following described work in accordance with this contract and the Scope of Work, incorporated as Bid Package No. 2017-005 Marine Drive Mitigation Project. Work consists of expanding and enhancing impacted wetlands, expanding the wetland buffer, enhancing stream and wetland buffers, and restoring temporarily impacted wetland buffers to pre-construction conditions.

SECTION TWO
CONTRACT PRICE

The Tulalip Tribes agrees to pay Contractor for the Work described a total contract price of $_________________________. Payment of this amount is subject to additions or deductions in accordance with the bid unit price amounts listed in the schedules below, provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to full payment when contract work is completed and approved by The Tulalip Tribes. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract.

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**Bid Schedule A**

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<tr>
<td>13</td>
<td>8-02</td>
<td>PSIPE PACIFIC WILLOW</td>
<td>EACH</td>
<td>10</td>
<td>$</td>
<td>$</td>
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<td>14</td>
<td>8-02</td>
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<td>EACH</td>
<td>15</td>
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<td>$</td>
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<td>8-02</td>
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<td>7</td>
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<td>$</td>
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<td>15</td>
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<td>$</td>
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<td>8-02</td>
<td>PSIPE SNOWBERRY</td>
<td>EACH</td>
<td>19</td>
<td>$</td>
<td>$</td>
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<tr>
<td>18</td>
<td>8-02</td>
<td>PSIPE VINE MAPLE</td>
<td>EACH</td>
<td>12</td>
<td>$</td>
<td>$</td>
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<td>19</td>
<td>8-02</td>
<td>PSIPE WESTERN HAZEL</td>
<td>EACH</td>
<td>12</td>
<td>$</td>
<td>$</td>
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<tr>
<td>20</td>
<td>8-02</td>
<td>PSIPE WESTERN HEMLOCK</td>
<td>EACH</td>
<td>2</td>
<td>$</td>
<td>$</td>
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<td>21</td>
<td>8-02</td>
<td>PSIPE WESTERN RED CEDAR</td>
<td>EACH</td>
<td>11</td>
<td>$</td>
<td>$</td>
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<td>22</td>
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<td>PSIPE WESTERN SERVICEBERRY</td>
<td>EACH</td>
<td>12</td>
<td>$</td>
<td>$</td>
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<td>23</td>
<td>8-02</td>
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<td>.07</td>
<td>$</td>
<td>$</td>
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<td>WOOD CHIP MULCH</td>
<td>AC</td>
<td>.07</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**SUBTOTAL SCHEDULE A** $ 

**TERO TAX @ 1.75%** $ 

**TOTAL SCHEDULE** $ 

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SECTION THREE
PAYMENTS

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

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

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

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

SECTION FOUR
STARTING AND COMPLETION DATES

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

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

The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before 30 working days from the date of the Notice to Proceed, unless the Contractor timely requests and The Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

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

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

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Dollars Per Day</th>
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</thead>
<tbody>
<tr>
<td>$1 to $50,000</td>
<td>$150</td>
</tr>
<tr>
<td>More than $50,000 to $150,000</td>
<td>$250</td>
</tr>
<tr>
<td>More than $150,000 to $500,000</td>
<td>$500</td>
</tr>
<tr>
<td>More than $500,000 to $2,000,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>More than $2,000,000 to $5,000,000</td>
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</tr>
<tr>
<td>More than $5,000,000 to $10,000,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>More than $10,000,000</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

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

SECTION SIX
CONTRACT DOCUMENTS

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

a. This agreement, together with such supplementary agreements and conditions as are attached hereto;
b. Proposal (Form of Bid);
c. Table of Contents;
d. Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract complete;
e. General Provisions complete;
f. Special Provisions Complete;
g. Amendments to the Standard Specifications complete;
h. 2016 WSDOT Standard Specifications;
i. Contract Plans as listed in the Index to Drawings complete as listed on drawing sheet G1;
j. The Tulalip Code, Chapter 9.05 – TERO Code;
k. Addendum No. ______ dated ____________, 20_____; and
l. Addendum No. ______ dated ____________, 20_____.

MARINE DRIVE MITIGATION PROJECT
Bid Solicitation No. 2017-005
September 2017
These contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

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

SECTION SEVEN
AUTHORITY OF TULALIP TRIBES’ REPRESENTATIVE(S)

The Tulalip Tribes’ representative designated as Construction Manager authorized to administer and implement the terms and conditions of this agreement is ________________________________.

The Tulalip Tribes’ representative designated as Project Engineer authorized to directly supervise the engineering and administration of the construction project is ________________________________ <insert Company name and address>.

The Tulalip Tribes’ representative designated as Inspector authorized to inspect Contract performance in detail is ________________________________ <insert Company name and address>.

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

SECTION EIGHT
RESPONSIBILITIES OF CONTRACTOR

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

a. Responsibility for and supervision of work. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction and installation in accordance with the contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that he is bonded in sufficient amount to cover Contractor’s liability occasioned by Contractor’s performance of this contract.

b. Discipline and employment. Contractor shall maintain at all times strict discipline among his workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
c. Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents.

d. Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract documents.

e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from The Tulalip Tribes.

f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify The Tulalip Tribes, through the Construction Manager, promptly on discovery of such variance.

g. Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.

h. Warranty of fitness of equipment and materials. Contractor represents and warrants to The Tulalip Tribes that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.

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 Tulalip Tribes or Construction Manager all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.

k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors,
and further shall remove all such waste materials and rubbish on termination of
the project, together with all his tools, equipment and machinery.

l. Indemnity and hold harmless agreement. Contractor agrees to indemnify and
hold harmless The Tulalip Tribes, its employees, and their agents from and
against all claims, damages, losses, and expenses including reasonable attorney
fees in case it shall be necessary for The Tulalip Tribes to commence or defend
any action arising out of or associated in any way with performance of the work
herein, which is:

1. For bodily injury, illness or death, property damage including loss of use,
or other damage, and

2. Caused in whole or part by Contractor’s negligent act or omission, or that
of a subcontractor, or that of anyone employed by them or for whose acts
Contractor or subcontractor may be liable.

m. Contractor shall defend, indemnify and hold harmless The Tulalip Tribes, its
employees, and their agents against all loss, damage, liability, claims, lawsuits
demands, or costs arising in connection with this agreement. Contractor shall
reimburse The Tulalip Tribes for all costs reasonably incurred to defend The
Tulalip Tribes against such claims through attorneys of The Tulalip Tribes' choice.

n. Contractor shall promptly notify The Tulalip Tribes, through the Construction
Manager, of any litigation arising from or affecting its operations under this
agreement, including any bankruptcy or insolvency proceedings of Contractor or
of its assignees or subcontractors. Contractor shall not assign its rights under
this agreement without first obtaining The Tulalip Tribes' written approval.

o. Payment of royalties and license fees; hold harmless agreements. Contractor
agrees to pay all royalties and license fees necessary for the work and to defend
all actions and settle all claims for infringement of copyright or patent rights, and
to save The Tulalip Tribes harmless therefrom.

p. The Contractor will be required as part of this contract to provide weekly certified
payrolls and be in compliance with the Tribal Employment Rights Office (TERO)
requirements. The Contractor shall be required to schedule a meeting with TERO
prior to the start of work on this project and provide a signed approved copy of
their Compliance Plan to the Construction Manager.

q. Archaeological and Historical Objects. Archaeological or historical objects, which
may be encountered by the Contractor, shall not be further disturbed. The
Contractor shall immediately notify the Construction Manager of any such finds.
The Construction Manager will contact the Tribal Natural Resource and Cultural
Resource Department who will determine the nature of the object(s). The
Contractor may be required to stop work in the vicinity of the discovery until such
determination is made. If the Tribal representative determines that the object(s)
are to be surveyed, the Tribal representative may require the Contractor to stop
work in the vicinity of the discovery until the survey is accomplished.

r. Excess material. All excess material shall become the property of The Tulalip
Tribes.

s. The Contractor shall, whether or not federal or state funds are involved, without
additional expense to The Tulalip Tribes, comply with all applicable laws and
obtain all required licenses and permits necessary to execute the provisions of this agreement. Contractor shall file all required returns and notices.

t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold The Tulalip Tribes, its employees, and their agents harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her employees, agents, subcontractors or assigns to comply with any applicable law.

u. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment “upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, Contractor shall provide preference in employment and subcontracting in accordance with The Tulalip Code, Chapter 9.05 – TERO Code as it now exists or may be hereafter amended.

SECTION NINE
TIME OF ESSENCE – EXTENSION OF TIME

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

Any request by the Contractor for an extension of time shall be made in writing to The Tulalip Tribes, through the Construction Manager, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor’s opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to The Tulalip Tribes shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

SECTION TEN
CORRECTING NON-CONFORMING WORK

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

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

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

SECTION ELEVEN
CHANGES IN THE WORK

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

SECTION TWELVE
TERMINATION

The Tulalip Tribes may terminate this agreement on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, The Tulalip Tribes may immediately suspend operations under this agreement by written notice of any breach. Suspension shall continue until The Tulalip Tribes’ authorized representative certifies in writing that the breach is remedied. If Contractor is still in breach after seven (7) days from the notice of suspension, The Tulalip Tribes may, without further notice, terminate all rights of Contractor under this agreement.

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

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

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

SECTION FOURTEEN
EMPLOYMENT PREFERENCE

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

SECTION FIFTEEN
CONTRACTING PREFERENCE

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

SECTION SIXTEEN
CONTRACT INSURANCE

CONTRACTOR’S LIABILITY INSURANCE

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

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

Policy Limits – Commercial General Liability

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

Policy Limits – Business Automobile Liability

$1,000,000 Combined Single Limit

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

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

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

BUILDER’S RISK

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

Incidents related to pollution and contamination are specifically excluded from the Builder’s Risk Insurance policy.

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

INSURANCE POLICY REQUIREMENTS

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

At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting The Tulalip Tribes against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its subcontractors of any tier in performing the work, procure or cause to be procured the following insurance coverage with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to The Tulalip Tribes and shall maintain all such coverage in full force and effect through the term of this agreement.
The Contractor, if requested, shall furnish The Tulalip Tribes a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the contract documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the contract documents.

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

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

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

WAIVERS OF SUBROGATION

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

OTHER PROVISIONS

Neither The Tulalip Tribes nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

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

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

SECTION SEVENTEEN
OTHER PROVISIONS

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

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

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

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

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

Remainder of page intentionally left blank
IN WITNESS WHEREOF, the parties have executed this agreement 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 TULALIP TRIBES OF WASHINGTON:

________________________________________
Melvin Sheldon Jr. (Chairman)

By: ______________________________________
(Authorized Signature)
The Tulalip Tribes of Washington  
Marine Drive Mitigation Project

INTERIM WAIVER AND RELEASE OF CLAIMS

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

________________________________________ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment (collectively, the “Work”) for construction on the Marine Drive Mitigation Project (the “Project”), located at 6406 Marine Drive, 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.

________________________________________

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

Upon receipt of payment of $____________, whether in cash, by check or by joint check, ___________________________ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on the Marine Drive Mitigation Project (the "Project"), located at 6406 Marine Drive, 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.

______________________________

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: ___________________________
<table>
<thead>
<tr>
<th>Vendor/Seller</th>
<th>Date</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
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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:**
   - Place of residence: ________________________________
   - Type of proof of residence accepted (drivers license, fishing license, etc) ________________________________
     including any identification numbers ________________________________, and expiration date ____________.
   - a. [ ] Tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada, with a sales tax rate of less than three percent.
   - b. [ ] Watercraft *(Include 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 waters within 45 days.

2. **Electric Vehicles:**
   - a. [ ] Batteries for electric vehicles or the purchase of labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries.
   - b. [ ] Tangible personal property that will become a component of electric vehicle infrastructure or the purchase of or charge made for labor and services rendered in respect to installing, constructing, repairing, or improving electric vehicle infrastructure.

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 vehicles, 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. [ ] Fuel to be consumed outside of Washington by a vessel primarily engaged in foreign commerce.
     - Vessel Name: ________________________________
     - Type of Fuel: ________________________________  Quantity: ________________________________
   - f. [ ] Watercraft, component parts, labor and services, and/or diesel fuel used in a qualifying commercial deep sea fishing operation.
     - Registered Vessel Name: ________________________________  Vessel Number: ________________________________
5. Sales to Indians:
   - Tangible personal property or services purchased by Indians or Indian tribes when the goods are delivered to or services provided within Indian country.

6. Other:
   a. Prescription items *(describe)*:
   b. Machinery and equipment *(including labor and services to install)* used directly in generating electricity using fuel cells, wind, sun, biomass energy, tidal or wave energy, geothermal resources, anaerobic digestion, technology that converts otherwise lost energy from exhaust, or landfill gas.
   c. Biodiesel blend or E85 motor fuel construction and purchases of machinery and equipment for retail facilities.
   d. Biodiesel blend or E85 motor fuel delivery vehicles and service charges on such vehicles.
   e. Waste vegetable oil used to produce biodiesel fuel for personal use.
   f. Equipment rental and purchase of services for use in motion picture and video production.
   g. Objects of art or cultural value purchased by an artistic or cultural organization.
   h. Animal pharmaceuticals purchased by veterinarians *(describe)*:
   i. Computer hardware, peripherals, software and related installation, used by the aerospace industry.
   j. Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
   k. City, County, Tribal, or Inter-Tribal Housing Authorities.
   l. Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.

Type of Goods Purchased:

Point of Delivery: __________________________  Carrier/Agent: __________________________

m. Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.

n. Hog fuel used to produce electricity, steam, heat, or biofuel.

o. Tangible personal property under the weatherization assistance program.


q. Honey bees purchased by an eligible apiarist. Apiarist ID #: _____________

r. Federal credit union purchases.

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: __________________________  Tax Registration No.: __________________________

Name of Buyer: __________________________  Title: __________________________

Signature of Buyer: __________________________

Street Address: __________________________

City: __________________________  State: __________________________  Zip: __________________________

**Seller must maintain a copy. Do not send to Department of Revenue.**

Each exemption on this form has specific rules (see instructions)
Buyers 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 1-800-647-7706 or visit the Department’s web site at: dor.wa.gov.

**Line 1a** applies to the purchase of tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada with a sales tax rate of less than three percent (e.g. Oregon, Alaska). Reference: RCW 82.08.0273, WAC 458-20-193 (6)(b) and ETA 3054.2009.

**NOTE:** Sales of motor vehicles are not covered by this certificate; please refer to RCW 82.08.0264 and WAC 458-20-177 for certificate and exemption information.

**Line 1b** applies to watercraft purchased by a nonresident for use outside Washington when delivery takes 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 electric vehicle batteries or to labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries.

**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. Reference: 2SHB 1481 (Chapter 459, 2009 Laws.)

**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 therewith 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 3b, 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 fuel consumed outside the territorial waters of the United States by vessels used primarily in foreign commerce. Buyers must list the vessel name, type of fuel and quantity. Reference: RCW 82.08.0261 and WAC 458-20-175.
**Line 4f** 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 5** applies to the purchase of tangible personal property or services by an Indian or Indian tribe. The goods or services must be delivered to, or performed on the reservation. The purchaser must present a tribal membership card, a treaty fishing card, a certificate of enrollment, or a letter from a tribal official. Sellers must document the buyer’s name, dollar amount of purchase, tribal affiliation and reservation where delivery is made. Reference: RCW 82.08.0254 and WAC 458-20-192.

**Line 6a** applies to the purchase by a medical practitioner, chiropractor, nursing home, or hospital of items to be prescribed and used for the treatment of illness or ailments of human beings. To qualify, certain of these items must be prescribed. Reference: RCW 82.08.0281.

**Line 6b** applies to the purchase of qualifying machinery and equipment (and charges for labor and services to install) used directly in generating electricity using fuel cells, wind, sun, biomass energy, tidal or wave energy, geothermal resources, anaerobic digestion, technology that converts otherwise lost energy from exhaust, or landfill gas as the principal source of power at a facility capable of generating not less than 1000 watts of electricity. The exemption also applies to machinery and equipment used directly in a facility generating not more than ten kilowatts of electricity using solar energy. Effective July 1, 2009. Portion expires June 30, 2011. Reference: ESSB 6170 Part 1.

**Line 6c** applies to the purchase of machinery and equipment and the construction of facilities used directly for the retail sale of biodiesel blend or E85 motor fuel. Reference: RCW 82.08.955.

**Line 6d** applies to the purchase of fuel delivery vehicles and labor and service charges related to such vehicles, provided 75% of the fuel distributed by them is biodiesel blend and E85 motor fuel. Reference: RCW 82.08.955.

**Line 6e** 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 6f** 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, available from the Department.

**Line 6g** applies to the purchase of objects of art or cultural value and items used in the creation of such objects, 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 6h** 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. Reference: RCW 82.08.880.

**Line 6i** 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 6j** 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 6k** applies to all retail purchases of goods and services by City, County, Tribal, or Inter-Tribal Housing Authorities. Reference: RCW 35.82.210.

**Line 6l** 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 and WAC 458-20-193 (6)(c).
**Line 6m** 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 6n** 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: ESSB 6170 Part III.

**Line 6o** applies 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 6p** 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 6q** applies to all honey bees 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. Reference: RCW 82.08.0204.

**Line 6r** 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: Det. No. 92-239, 17 WTD 32 (1998).

For tax assistance, visit dor.wa.gov or call 1-800-647-7706. To inquire about the availability of this form in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.
SECTION 008400 – MILESTONE SCHEDULE FOR CONSTRUCTION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The milestone schedule for construction represents critical dates that must be met in order to complete the project within the specified Contract time. Contractor shall plan for the necessary resources to achieve these dates. Upon issuance of the Notice to Proceed (NTP), the overall project CPM Construction Schedule shall be prepared in accordance with SECTION 013216 – CPM CONSTRUCTION SCHEDULE. The Construction Schedule will list the sequencing and duration of each specific work activity. Milestone completion dates are shown at the end of this section.

B. The submission of shop drawings, product data, and samples is critical to the timely completion of the project, and as such, Contractor is responsible to make the required submissions as necessary to allow for reasonable review time and obtain the materials required to complete the work by the specified completion dates. Submission deadlines for shop drawings are based on their relative impact on the construction schedule. Contractor and all other contractors shall comply with the submittal deadlines contained in the project schedule.

C. In the event a milestone completion date is not met, Contractor’s application(s) for payment may be affected until the milestone is satisfactorily met and Contractor gains compliance with the Construction Schedule.

1.02 RELATED REQUIREMENTS

A. Drawings and general provisions of Contract, including General and Special Conditions.

B. SECTION 013216 – CPM CONSTRUCTION SCHEDULE.

1.03 SCHEDULE OF MILESTONES

A. The following is attached hereto and made a part of this section:


B. The following Milestone completion dates are listed in Calendar days, unless otherwise noted, from effective date of Notice to Proceed and shall apply to all work performed under this Contract:

<table>
<thead>
<tr>
<th>MILESTONE COMPLETION DESCRIPTION – ACTION BY</th>
<th>DATE AND OR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anticipated Notice to Proceed Date</td>
<td>1. October 30, 2017</td>
</tr>
<tr>
<td>2. Physical Completion Date</td>
<td>2. 30 Working Days</td>
</tr>
<tr>
<td>3. Contract Completion</td>
<td>3. 30 Working Days</td>
</tr>
</tbody>
</table>

END OF SECTION 008400
Amendments to the Standard Specifications
INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2016 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

Section 1-01, Definitions and Terms
August 1, 2016

1-01.3 Definitions
The following new term and definition is inserted after the eighth paragraph:

    Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

Section 1-02, Bid Procedures and Conditions
June 1, 2017

1-02.4(1) General
The first sentence of the last paragraph is revised to read:

    Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.6 Preparation of Proposal
In this section, “Disadvantaged Business Enterprise” is revised to read “Underutilized Disadvantaged Business Enterprise”, and “DBE” is revised to read “UDBE”.

1-02.9 Delivery of Proposal
The last sentence of the third paragraph is revised to read:

    The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.
The following new paragraph is inserted before the last paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.12 Public Opening of Proposals
This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.13 Irregular Proposals
In this section, “Disadvantaged Business Enterprise” is revised to read “Underutilized Disadvantaged Business Enterprise”, and “DBE” is revised to read “UDBE”.

Section 1-04, Scope of the Work
June 1, 2017

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

1-04.3 Reference Information
This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

1-04.4(2)A General
Item number 4 in the third paragraph is revised to read:

4. Provide substitution for deleted or reduced Condition of Award Work, Apprentice Utilization and Training.
1-06.6 Recycled Materials

The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor’s anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using materials the Contractor may state in their plan that no recycled materials are proposed for use.

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

1-06.6(1)A General

The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor’s total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. If the Recycled Material Utilization Plan does not indicate the minimum usage of recycled concrete aggregate required above, or if completed project quantities do not meet the minimum usage required, the Contractor shall develop the following:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:
   a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.
   b. The estimated costs for the Work for each material without recycled concrete aggregate.
The Contractor’s cost estimates shall be submitted as an attachment to the Recycled Material Utilization Plan, or with the Reporting form.

Section 1-07, Legal Relations and Responsibilities to the Public
August 7, 2017

1-07.1 Laws to be Observed
The second paragraph is deleted.

In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax
The last three sentences of the first paragraph are deleted and replaced with the following new sentence:

The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.3(1) Forest Fire Prevention
This section is supplemented with the following new subsections:

1-07.3(1)A Fire Prevention Control and Countermeasures Plan
The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

1-07.3(1)A1 FPCC Plan Implementation Requirements
The Contractor’s FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

1-07.3(1)A2 FPCC Plan Element Requirements
The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.

2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.

3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.
4. The location of fire extinguishers, water, shovels, and other firefighting equipment.

5. The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor’s responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.

1-07.8 High-Visibility Apparel
The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel
In this section, references to “ANSI/ISEA 107-2004” are revised to read “ANSI/ISEA 107”.

1-07.8(2) Non-Traffic Control Personnel
In this section, the reference to “ANSI/ISEA 107-2004” is revised to read “ANSI/ISEA 107”.

1-07.9(2) Posting Notices
Items 1 and 2 are revised to read:


Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – Employee Rights and Responsibilities Under The Family And Medical Leave Act published by US Department of Labor. Post on all projects.
6. WHD 1462 (revised 01/16) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects.


Items 9 and 10 are revised to read:


1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. Potential Spill Sources – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

Section 1-08, Prosecution and Progress
June 1, 2017

1-08.1 Subcontracting
The eighth and ninth paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women’s Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.
The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency’s copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

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

In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

The last sentence in item number 11 of the first paragraph is revised to read:

The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor’s Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor’s retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

1-08.5 Time for Completion

In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

Section 1-09, Measurement and Payment

April 4, 2016

1-09.6 Force Account

The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.
Section 1-10, Temporary Traffic Control  
January 3, 2017  

1-10.1(2) Description  
The first paragraph is revised to read:  

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.  

In the third paragraph, “Project Engineer” is revised to read “Engineer”.  

The following new paragraph is inserted after the third paragraph:  

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.  

1-10.3(2)C Lane Closure Setup/Takedown  
The following new paragraph is inserted before the last paragraph:  

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.  

Section 2-02, Removal of Structures and Obstructions  
August 7, 2017  

2-02.3(2)A Bridge Removal  
This section’s title is revised to read:  

Bridge and Structure Removal  

Section 2-03, Roadway Excavation and Embankment  
August 1, 2016  

2-03.3(7)C Contractor-Provided Disposal Site  
The second paragraph is revised to read:  

The Contractor shall acquire all permits and approvals required for the use of the disposal sites before any waste is hauled off the project. The Contractor shall submit a Type 1 Working Drawing consisting of copies of the permits and approvals for any disposal sites to be used. The cost of any such permits and approvals shall be included in the Bid prices for other Work.  

The third paragraph is deleted.
Section 2-06, Subgrade Preparation
January 3, 2017

2-06.3(2) Subgrade for Pavement
The second sentence in the first paragraph is revised to read:

The Contractor shall compact the Subgrade to a depth of 6 inches to 95 percent of maximum density as determined by the compaction control tests for granular materials.

Section 3-04, Acceptance of Aggregate
January 3, 2017

3-04.5 Payment
In Table 1, the Contingent Unit Price Per Ton value for the item HMA Aggregate is revised to read “$15.00”.

Section 4-04, Ballast and Crush Surfacing
January 3, 2017

4-04.3(5) Shaping and Compaction
The first sentence is revised to read:

Immediately following spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of maximum density determined by the requirements of Section 2-03.3(14)D before the next succeeding layer of surfacing or pavement is placed.

Section 5-01, Cement Concrete Pavement Rehabilitation
January 3, 2017

In this section, “portland cement” is revised to read “cement”.

5-01.2 Materials
In the first paragraph, the following item is inserted after the item “Joint Sealants”:

Closed Cell Foam Backer Rod 9-04.2(3)A

5-01.3(1)A Concrete Mix Designs
This section, including title, is revised to read:

5-01.3(1)A Mix Designs
The Contractor shall use either concrete patching materials or cement concrete for the rehabilitation of cement concrete pavement. Concrete patching materials shall be used for spall repair and dowel bar retrofitting and cement concrete shall be used for concrete panel replacement.
5-01.3(1)A1 Concrete Patching Materials
Item number 1 is revised to read:

1. Materials – The prepackaged concrete patching material and the aggregate extender shall conform to Section 9-20.

5-01.3(1)A2 Portland Cement Concrete
This section, including title, is revised to read:

5-01.3(1)A2 Cement Concrete for Panel Replacement
Cement concrete for panel replacement shall meet the requirements of Sections 5-05.3(1) and 5-05.3(2) and be air entrained with a design air content of 5.5 percent. Cement concrete for panel replacement may use rapid hardening hydraulic cement meeting the requirements of Section 9-01.2(2). Rapid hardening hydraulic cement will be considered a cementitious material for the purpose of calculating the water/cementitious materials ratio and the minimum cementitious materials requirement.

5-01.3(1)B Equipment
This section’s title is revised to read:

Equipment for Panel Replacement

5-01.3(2)B Portland Cement Concrete
This section’s title is revised to read:

Cement Concrete for Panel Replacement
This section is supplemented with the following new subsection:

5-01.3(2)B1 Conformance to Mix Design
Acceptance of cement concrete pavement for panel replacement shall be in accordance with Section 5-01.3(2)B. The cement, coarse, and fine aggregate weights shall be within the tolerances of the mix design in accordance with Section 5-05.3(1).

5-01.3(2)B1 Rejection of Concrete
This section is renumbered as follows:

5-01.3(2)B2 Rejection of Concrete

5-01.3(4) Replace Portland Cement Concrete Panel
This section’s title is revised to read:

Replace Cement Concrete Panel

5-01.3(8) Sealing Existing Transverse and Longitudinal Joints
This section’s title is revised to read:

Sealing Existing Longitudinal and Transverse Joint
The first paragraph is revised to read:

The Contractor shall clean and seal existing longitudinal and transverse joints where shown in the Plans or as marked by the Engineer.

The first sentence of the second paragraph is revised to read:

Old sealant and incompressible material shall be completely removed from the joint to the depth of the new reservoir with a diamond blade saw in accordance with the detail shown in the Standard Plans.

The fifth paragraph is revised to read:

Immediately prior to sealing, the cracks shall be blown clean with dry oil-free compressed air. If shown in the Plans, a backer rod shall be placed at the base of the sawn reservoir. The joints shall be completely dry before the sealing installation may begin. Immediately following the air blowing and backer rod placement, if required, the sealant material shall be installed in conformance to manufacturer’s recommendations and in accordance with Section 5-05.3(8)B.

5-01.3(9) Portland Cement Concrete Pavement Grinding
This section’s title is revised to read:

Cement Concrete Pavement Grinding

5-01.3(11) Concrete Slurry and Grinding Residue
The last sentence of the first paragraph is revised to read:

Slurry shall not be allowed to drain into an area open to traffic, off of the paved surface, into any drainage structure, water of the state, or wetlands.

The following new sentence is inserted at the end of the second paragraph:

The Contractor shall submit copies of all disposal tickets to the Engineer within 5 calendar days.

5-01.4 Measurement
The fourth paragraph is revised to read:

Sealing existing longitudinal and transverse joint will be measured by the linear foot, measured along the line of the completed joint.

5-01.5 Payment
The Bid item “Sealing Transverse and Longitudinal Joints”, per linear foot and the paragraph following Bid item are revised to read:

“Sealing Existing Longitudinal and Transverse Joint”, per linear foot.

The unit Contract price per linear foot for “Sealing Existing Longitudinal and Transverse Joint”, shall be full payment for all costs to complete the Work as specified, including removing incompressible material, preparing and sealing existing transverse and
longitudinal joints where existing transverse and longitudinal joints are cleaned and for all incidentals required to complete the Work as specified.

Section 5-02, Bituminous Surface Treatment
April 4, 2016

5-02.3(2) Preparation of Roadway Surface
This section is supplemented with the following new subsection:

5-02.3(2)E Crack Sealing
Where shown in the Plans, seal cracks and joints in the pavement in accordance with Section 5-04.3(4)A1 and the following:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Section 5-04, Hot Mix Asphalt
April 3, 2017

This section (and all subsections) is revised to read:

This Section 5-04 is written in a style which, unless otherwise indicated, shall be interpreted as direction to the Contractor.

5-04.1 Description
This Work consists of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base, in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications.

HMA shall be composed of asphalt binder and mineral materials as required, and may include reclaimed asphalt pavement (RAP) or reclaimed asphalt shingles (RAS), mixed in the proportions specified to provide a homogeneous, stable, and workable mix.

5-04.2 Materials
Provide materials as specified in these sections:

Asphalt Binder 9-02.1(4)
Cationic Emulsified Asphalt 9-02.1(6)
Anti-Stripping Additive 9-02.4
Warm Mix Asphalt Additive 9-02.5
Aggregates 9-03.8
Reclaimed Asphalt Pavement (RAP) 9-03.8(3)B
Reclaimed Asphalt Shingles (RAS) 9-03.8(3)B
Mineral Filler 9-03.8(5)
Recycled Material 9-03.21
Joint Sealants 9-04.2
Closed Cell Foam Backer Rod 9-04.2(3)A
5-04.2(1) How to Get an HMA Mix Design on the QPL
Comply with each of the following:

- Develop the mix design in accordance with WSDOT SOP 732.
- Develop a mix design that complies with Sections 9-03.8(2) and 9-03.8(6).
- Develop a mix design no more than 6 months prior to submitting it for QPL evaluation.
- Submit mix designs to the WSDOT State Materials Laboratory in Tumwater, including WSDOT Form 350-042.
- Include representative samples of the materials that are to be used in the HMA production as part of the mix design submittal.
- Identify the brand, type, and percentage of anti-stripping additive in the mix design submittal.
- Include with the mix design submittal a certification from the asphalt binder supplier that the anti-stripping additive is compatible with the crude source and the formulation of asphalt binder proposed for use in the mix design.
- Do not include warm mix asphalt (WMA) additives when developing a mix design or submitting a mix design for QPL evaluation. The use of warm mix asphalt (WMA) additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

The Contracting Agency’s basis for approving, testing, and evaluating HMA mix designs for approval on the QPL is dependent on the contractual basis for acceptance of the HMA mixture, as shown in Table 1.

<table>
<thead>
<tr>
<th>Contractual Basis for Acceptance of HMA Mixture (see Section 5-04.3(9))</th>
<th>Basis for Contracting Agency Approval of Mix Design for Placement on QPL</th>
<th>Contracting Agency Materials Testing for Evaluation of the Mix Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statistical Evaluation</td>
<td>WSDOT Standard Practice QC-8</td>
<td>The Contracting Agency will test the mix design materials for compliance with Sections 9-03.8(2) and 9-03.8(6).</td>
</tr>
<tr>
<td>Visual Evaluation</td>
<td>Review of Form 350-042 for compliance with Sections 9-03.8(2) and 9-03.8(6)</td>
<td>The Contracting Agency may elect to test the mix design materials, or evaluate in accordance with WSDOT Standard Practice QC-8, at its sole discretion.</td>
</tr>
</tbody>
</table>
If the Contracting Agency approves the mix design, it will be listed on the QPL for 12 consecutive months. The Contracting Agency may extend the 12 month listing provided the Contractor submits a certification letter to the Qualified Products Engineer verifying that the aggregate source and job mix formula (JMF) gradation, and asphalt binder crude source and formulation have not changed. The Contractor may submit the certification no sooner than three months prior to expiration of the initial 12 month mix design approval. Within 7 calendar days of receipt of the Contractor’s certification, the Contracting Agency will update the QPL. The maximum duration for approval of a mix design and listing on the QPL will be 24 months from the date of initial approval or as approved by the Engineer.

5-04.2(1)A Mix Designs Containing RAP and/or RAS
Mix designs are classified by the RAP and/or RAS content as shown in Table 2.

<table>
<thead>
<tr>
<th>RAP/RAS Classification</th>
<th>RAP/RAS Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low RAP/No RAS</td>
<td>0% ≤ RAP% ≤ 20% and RAS% = 0%</td>
</tr>
<tr>
<td>High RAP/Any RAS</td>
<td>20% &lt; RAP% ≤ Maximum Allowable RAP(^2) and/or 0% &lt; RAS% ≤ Maximum Allowable RAS(^2)</td>
</tr>
</tbody>
</table>

\(^1\)Percentages in this table are by total weight of HMA
\(^2\)See Table 4 to determine the limits on the maximum amount RAP and/or RAS.

5-04.2(1)A1 Low RAP/No RAS — Mix Design Submittals for Placement on QPL
For Low RAP/No RAS mix designs, comply with the following additional requirements:

1. Develop the mix design with or without the inclusion of RAP.
2. The asphalt binder grade shall be the grade indicated in the Bid item name or as otherwise required by the Contract.
3. Submit samples of RAP if used in development of the mix design.
4. Testing RAP or RAS stockpiles is not required for obtaining approval for placing these mix designs on the QPL.
5-04.2(1)A2 High RAP/Any RAS - Mix Design Submittals for Placement on QPL
For High RAP/Any RAS mix designs, comply with the following additional requirements:

1. For mix designs with any RAS, test the RAS stockpile (and RAP stockpile if any RAP is in the mix design) in accordance with Table 3.

2. For High RAP mix designs with no RAS, test the RAP stockpile in accordance with Table 3.

3. For mix designs with High RAP/Any RAS, construct a single stockpile for RAP and a single stockpile for RAS and isolate (sequester) these stockpiles from further stockpiling before beginning development of the mix design. Test the RAP and RAS during stockpile construction as required by item 1 and 2 above. Use the test data in developing the mix design, and report the test data to the Contracting Agency on WSDOT Form 350-042 as part of the mix design submittal for approval on the QPL. Account for the reduction in asphalt binder contributed from RAS in accordance with AASHTO PP 78. Do not add to these stockpiles after starting the mix design process.

<table>
<thead>
<tr>
<th>Test Frequency</th>
<th>Test for</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 1/1000 tons of RAP (minimum of 10 per mix design) and • 1/100 tons of RAS (minimum of 10 per mix design)</td>
<td>Asphalt Binder Content and Sieve Analysis of Fine and Coarse Aggregate</td>
<td>FOP for AASHTO T 308 and FOP for WAQTC T 27/T 11</td>
</tr>
</tbody>
</table>

1 tons, in this table, refers to tons of the reclaimed material before being incorporated into HMA.

4. Limit the amount of RAP and/or RAS used in a High RAP/Any RAS mix design by the amount of binder contributed by the RAP and/or RAS, in accordance with Table 4.

<table>
<thead>
<tr>
<th>Maximum Amount of RAP and/or RAS in HMA Mixture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Amount of Binder Contributed from:</td>
</tr>
<tr>
<td>RAP</td>
</tr>
<tr>
<td>40%&lt;sup&gt;1&lt;/sup&gt; minus contribution of binder from RAS</td>
</tr>
</tbody>
</table>

<sup>1</sup>Calculated as the weight of asphalt binder contributed from the RAP as a percentage of the total weight of asphalt binder in the mixture.

<sup>2</sup>Calculated as the weight of asphalt binder contributed from the RAS as a percentage of the total weight of asphalt binder in the mixture.
5. Develop the mix design including RAP, RAS, recycling agent, and new binder.

6. Extract, recover, and test the asphalt residue from the RAP and RAS stockpiles to determine the percent of recycling agent and/or grade of new asphalt binder needed to meet but not exceed the performance grade (PG) of asphalt binder required by the Contract.
   a. Perform the asphalt extraction in accordance with AASHTO T 164 or ASTM D 2172 using reagent grade solvent.
   b. Perform the asphalt recovery in accordance with AASHTO R 59 or ASTM D 1856.
   c. Test the recovered asphalt residue in accordance with AASHTO R 29 to determine the asphalt binder grade in accordance with Section 9-02.1(4).
   d. After determining the recovered asphalt binder grade, determine the percent of recycling agent and/or grade of new asphalt binder in accordance with ASTM D 4887.
   e. Test the final blend of recycling agent, binder recovered from the RAP and RAS, and new asphalt binder in accordance with AASHTO R 29. The final blended binder shall meet but not exceed the performance grade of asphalt binder required by the Contract and comply with the requirements of Section 9-02.1(4).

7. Include the following test data with the mix design submittal:
   a. All test data from RAP and RAS stockpile construction.
   b. All data from testing the recovered and blended asphalt binder.

8. Include representative samples of the following with the mix design submittal:
   a. RAP and RAS.
   b. 150 grams of recovered asphalt residue from the RAP and RAS that are to be used in the HMA production.
5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL

For HMA used in the Bid item Commercial HMA, in addition to the requirements of 5-04.2(1) identify the following in the submittal:

1. Commercial HMA
2. Class of HMA
3. Performance grade of binder
4. Equivalent Single Axle Load (ESAL)

The Contracting Agency may elect to approve Commercial HMA mix designs without evaluation.

5-04.2(1)C Mix Design Resubmittal for QPL Approval

Develop a new mix design and resubmit for approval on the QPL when any of the following changes occur. When these occur, discontinue using the mix design until after it is reapproved on the QPL.

1. Change in the source of crude petroleum used in the asphalt binder.
2. Changes in the asphalt binder refining process.
3. Changes in additives or modifiers in the asphalt binder.
4. Changes in the anti-strip additive, brand, type or quantity.
5. Changes to the source of material for aggregate.
6. Changes to the job mix formula that exceed the amounts as described in item 2 of Section 9-03.8(7), unless otherwise approved by the Engineer.
7. Changes in the percentage of material from a stockpile, when such changes exceed 5% of the total aggregate weight.
   a. For Low RAP/No RAS mix designs developed without RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight not including the weight of RAP.
   b. For Low RAP/No RAS mix designs developed with RAP, changes to the percentage of material from a stockpile will be calculated based on the total aggregate weight including the weight of RAP.
   c. For High RAP/Any RAS mix designs, changes in the percentage of material from a stockpile will be based on total aggregate weight including the weight of RAP (and/or RAS when included in the mixture).
Prior to making any change in the amount of RAS in an approved mix design, notify the Engineer for determination of whether a new mix design is required, and obtain the Engineer’s approval prior to implementing such changes.

5-04.2(2) Mix Design – Obtaining Project Approval
Use only mix designs listed on the Qualified Products List (QPL). Submit WSDOT Form 350-041 to the Engineer to request approval to use a mix design from the QPL. Changes to the job mix formula (JMF) that have been approved on other contracts may be included. The Engineer may reject a request to use a mix design if production of HMA using that mix design on any contract is not in compliance with Section 5-04.3(11)D, E, F, and G for mixture or compaction.

5-04.2(2)A Changes to the Job Mix Formula
The approved mix design obtained from the QPL will be considered the starting job mix formula (JMF) and shall be used as the initial basis for acceptance of HMA mixture, as detailed in Section 5-04.3(9).

During production the Contractor may request to adjust the JMF. Any adjustments to the JMF will require approval of the Engineer and shall be made in accordance with item 2 of Section 9-03.8(7). After approval by the Engineer, such adjusted JMF’s shall constitute the basis for acceptance of the HMA mixture.

5-04.2(2)B Using Warm Mix Asphalt Processes
The Contractor may, at the Contractor’s discretion, elect to use warm mix asphalt (WMA) processes for producing HMA. WMA processes include organic additives, chemical additives, and foaming. The use of WMA is subject to the following:

- Do not use WMA processes in the production of High RAP/Any RAS mixtures.
- Before using WMA processes, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed WMA process.

5-04.3 Construction Requirements
5-04.3(1) Weather Limitations
Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year, without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified in Table 5, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

<table>
<thead>
<tr>
<th>Compacted Thickness (Feet)</th>
<th>Wearing Course</th>
<th>Other Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 0.10</td>
<td>55°F</td>
<td>45°F</td>
</tr>
<tr>
<td>0.10 to 0.20</td>
<td>45°F</td>
<td>35°F</td>
</tr>
<tr>
<td>More than 0.20</td>
<td>35°F</td>
<td>35°F</td>
</tr>
</tbody>
</table>
5-04.3(2) **Paving Under Traffic**
These requirements apply when the Roadway being paved is open to traffic.

In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

During paving operations, maintain temporary pavement markings throughout the project. Install temporary pavement markings on the Roadway prior to opening to traffic. Temporary pavement markings shall comply with Section 8-23.

5-04.3(3) **Equipment**

5-04.3(3)A **Mixing Plant**
Equip mixing plants as follows.

1. **Use tanks for storage and preparation of asphalt binder which:**
   - Heat the contents by means that do not allow flame to contact the contents or the tank, such as by steam or electricity.
   - Heat and hold contents at the required temperatures.
   - Continuously circulate contents to provide uniform temperature and consistency during the operating period.
   - Provide an asphalt binder sampling valve, in either the storage tank or the supply line to the mixer.

2. **Provide thermometric equipment:**
   - In the asphalt binder feed line near the charging valve at the mixer unit, capable of detecting temperature ranges expected in the HMA and in a location convenient and safe for access by Inspectors.
   - At the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates, and situated in full view of the plant operator.

3. **When heating asphalt binder:**
   - Do not exceed the maximum temperature of the asphalt binder recommended by the asphalt binder supplier.
   - Avoid local variations in heating.
   - Provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F.

4. **Provide a mechanical sampler for sampling mineral materials that:**
   - Meets the crushing or screening requirements of Section 1-05.6.
5. **Provide HMA sampling equipment that complies with WSDOT T168.**
   - Use a mechanical sampling device installed between the discharge of the silo and the truck transport, approved by the Engineer, or
   - Platforms or devices to enable sampling from the truck transport without entering the truck transport for sampling HMA.

6. **Provide for setup and operation of the Contracting Agency’s field testing:**
   - As required in Section 3-01.2(2).

7. **Provide screens or a lump breaker:**
   - When using any RAP or any RAS, to eliminate oversize RAP or RAS particles from entering the pug mill or drum mixer.

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5-04.3(3)B **Hauling Equipment**

Provide HMA hauling equipment with tight, clean, smooth metal beds and a cover of canvas or other suitable material of sufficient size to protect the HMA from adverse weather. Securely attach the cover to protect the HMA whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F.

Prevent HMA from adhering to the hauling equipment. Spray metal beds with an environmentally benign release agent. Drain excess release agent prior to filling hauling equipment with HMA. Do not use petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA. For hopper trucks, operate the conveyer during the process of applying the release agent.

5-04.3(3)C **Pavers**

Use self-contained, power-propelled pavers provided with an internally heated vibratory screed that is capable of spreading and finishing courses of HMA in lane widths required by the paving section shown in the Plans.

When requested by the Engineer, provide written certification that the paver is equipped with the most current equipment available from the manufacturer for the prevention of segregation of the coarse aggregate particles. The certification shall list the make, model, and year of the paver and any equipment that has been retrofitted to the paver.

Operate the screed in accordance with the manufacturer’s recommendations and in a manner to produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. Provide a copy of the manufacturer’s recommendations upon request by the Contracting Agency. Extensions to the screed will be allowed provided they produce the same results, including ride, density, and surface texture as
obtained by the primary screed. In the Travelled Way do not use extensions without both augers and an internally heated vibratory screed.

Equip the paver with automatic screed controls and sensors for either or both sides of the paver. The controls shall be capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing automatic signals that operate the screed to maintain the desired grade and transverse slope. Construct the sensor so it will operate from a reference line or a mat referencing device. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent.

 Equip the paver with automatic feeder controls, properly adjusted to maintain a uniform depth of material ahead of the screed.

Manual operation of the screed is permitted in the construction of irregularly shaped and minor areas. These areas include, but are not limited to, gore areas, road approaches, tapers and left-turn channelizations.

When specified in the Contract, provide reference lines for vertical control. Place reference lines on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line is permitted. Automatically control the grade and slope of intermediate lanes by means of reference lines or a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

Furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle
Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top 0.30 feet of the pavement section used in traffic lanes. However, an MTD/V is not required for HMA placed in irregularly shaped and minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by Visual Evaluation. At the Contractor’s request the Engineer may approve paving without an MTD/V; the Engineer will determine if an equitable adjustment in cost or time is due. If a windrow elevator is used,
the Engineer may limit the length of the windrow in urban areas or through intersections.

To be approved for use, an MTV:

1. Shall be a self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers
Operate rollers in accordance with the manufacturer’s recommendations. When requested by the Engineer, provide a Type 1 Working Drawing of the manufacturer’s recommendation for the use of any roller planned for use on the project. Do not use rollers that crush aggregate, produce pickup or washboard, unevenly compact the surface, displace the mix, or produce other undesirable results.

5-04.3(4) Preparation of Existing Paved Surfaces
Before constructing HMA on an existing paved surface, the entire surface of the pavement shall be clean. Entirely remove all fatty asphalt patches, grease drippings, and other deleterious substances from the existing pavement to the satisfaction of the Engineer. Thoroughly clean all pavements or bituminous surfaces of dust, soil, pavement grindings, and other foreign matter. Thoroughly remove any cleaning or solvent type liquids used to clean equipment spilled on the pavement before paving proceeds. Fill all holes and small depressions with an appropriate class of HMA. Level and thoroughly compact the surface of the patched area.
Apply a uniform coat of asphalt (tack coat) to all paved surfaces on which any course of HMA is to be placed or abutted. Apply tack coat to cover the cleaned existing pavement with a thin film of residual asphalt free of streaks and bare spots. Apply a heavy application of tack coat to all joints. For Roadways open to traffic, limit the application of tack coat to surfaces that will be paved during the same working shift. Equip the spreading equipment with a thermometer to indicate the temperature of the tack coat material.

Do not operate equipment on tacked surfaces until the tack has broken and cured. Repair tack coat damaged by the Contractor’s operation, prior to placement of the HMA.

Unless otherwise approved by the Engineer, use cationic emulsified asphalt CSS-1, CSS-1h, STE-1, or Performance Graded (PG) asphalt for tack coat. The CSS-1 and CSS-1h may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. Do not allow the tack coat material to exceed the maximum temperature recommended by the asphalt supplier.

When shown in the Plans, prelevel uneven or broken surfaces over which HMA is to be placed by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

5-04.3(4)A Crack Sealing
5-04.3(4)A1 General
When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the crack. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer’s recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor’s method of...
sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving  
In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved  
In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Soil Residual Herbicide  
Where shown in the Plans, apply one application of an approved soil residual herbicide. Comply with Section 8-02.3(3)B. Complete paving within 48 hours of applying the herbicide.

Use herbicide registered with the Washington State Department of Agriculture for use under pavement. Before use, obtain the Engineer’s approval of the herbicide and the proposed rate of application. Include the following information in the request for approval of the material:

1. Brand Name of the Material,  
2. Manufacturer,  
3. Environmental Protection Agency (EPA) Registration Number,  
4. Material Safety Data Sheet, and  
5. Proposed Rate of Application.

5-04.3(4)C Pavement Repair  
Excavate pavement repair areas and backfill these with HMA in accordance with the details shown in the Plans and as staked. Conduct the excavation operations in a manner that will protect the pavement that is to remain. Repair pavement not designated to be removed that is damaged as a result of the Contractor’s operations to the satisfaction of the Engineer at no cost to the Contracting Agency. Excavate only within one lane at a time unless approved otherwise by the Engineer. Do not excavate more area than can be completely backfilled and compacted during the same shift.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required.

The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, sawcut the perimeter of the pavement area to be removed unless the pavement in the pavement repair area is to be removed by a pavement grinder.
Excavated materials shall be the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Apply a heavy application of tack coat to all surfaces of existing pavement in the pavement repair area, in accordance with Section 5-04.3(4).

Place the HMA backfill in lifts not to exceed 0.35-foot compacted depth. Thoroughly compact each lift by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS
Produce aggregate in compliance with Section 3-01. Comply with Section 3-02 for preparing stockpile sites, stockpiling, and removing from stockpile each of the following: aggregates, RAP, and RAS. Provide sufficient storage space for each size of aggregate, RAP and RAS. Fine aggregate or RAP may be uniformly blended with the RAS as a method of preventing the agglomeration of RAS particles. Remove the aggregates, RAP and RAS from stockpile(s) in a manner that ensures minimal segregation when being moved to the HMA plant for processing into the final mixture. Keep different aggregate sizes separated until they have been delivered to the HMA plant.

5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes
Do not place any RAP or RAS into a stockpile which has been sequestered for a High RAP/Any RAS mix design. Do not incorporate any RAP or RAS into a High RAP/Any RAS mixture from any source other than the stockpile which was sequestered for approval of that particular High RAP/Any RAS mix design.

RAP that is used in a Low RAP/No RAS mix is not required to come from a sequestered stockpile.

5-04.3(6) Mixing
The asphalt supplier shall introduce anti-stripping additive, in the amount designated on the QPL for the mix design, into the asphalt binder prior to shipment to the asphalt mixing plant.

Anti-strip is not required for temporary work that will be removed prior to Physical Completion.

Use asphalt binder of the grade, and from the supplier, in the approved mix design.

Prior to introducing reclaimed materials into the asphalt plant, remove wire, nails, and other foreign material. Discontinue use of the reclaimed material if the Engineer, in their sole discretion, determines the wire, nails, or other foreign material to be excessive.

Size RAP and RAS prior to entering the mixer to provide uniform and thoroughly mixed HMA. If there is evidence of the RAP or RAS not breaking down during the heating and mixing of the HMA, immediately suspend the use of the RAP or RAS until changes have been approved by the Engineer.
After the required amount of mineral materials, RAP, RAS, new asphalt binder and recycling agent have been introduced into the mixer, mix the HMA until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, RAP and RAS is ensured.

Upon discharge from the mixer, ensure that the temperature of the HMA does not exceed the optimum mixing temperature shown on the approved Mix Design Report by more than 25°F, or as approved by the Engineer. When a WMA additive is included in the manufacture of HMA, do not heat the WMA additive (at any stage of production including in binder storage tanks) to a temperature higher than the maximum recommended by the manufacturer of the WMA additive.

A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, reduce the moisture content.

During the daily operation, HMA may be temporarily held in approved storage facilities. Do not incorporate HMA into the Work that has been held for more than 24 hours after mixing. Provide an easily readable, low bin-level indicator on the storage facility that indicates the amount of material in storage. Waste the HMA in storage when the top level of HMA drops below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift. Dispose of rejected or waste HMA at no expense to the Contracting Agency.

5-04.3(7) Spreading and Finishing
Do not exceed the maximum nominal compacted depth of any layer in any course, as shown in Table 6, unless approved by the Engineer:

<table>
<thead>
<tr>
<th>HMA Class</th>
<th>Wearing Course</th>
<th>Other than Wearing Course</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 inch</td>
<td>0.35 feet</td>
<td>0.35 feet</td>
</tr>
<tr>
<td>¾ and ½ inch</td>
<td>0.30 feet</td>
<td>0.35 feet</td>
</tr>
<tr>
<td>⅛ inch</td>
<td>0.15 feet</td>
<td>0.15 feet</td>
</tr>
</tbody>
</table>

Use HMA pavers complying with Section 5-04.3(3) to distribute the mix. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, place the material produced for each JMF with separate spreading and compacting equipment. Do not intermingle HMA produced from more than one JMF. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.
5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA
Sample aggregate for meeting the requirements of Section 3-04 prior to being incorporated into HMA. (The acceptance data generated for the Section 3-04 acceptance analysis will not be commingled with the acceptance data generated for the Section 5-04.3(9) acceptance analysis.) Aggregate acceptance samples shall be taken as described in Section 3-04. Aggregate acceptance testing will be performed by the Contracting Agency. Aggregate contributed from RAP and/or RAS will not be evaluated under Section 3-04.

For aggregate that will be used in HMA mixture which will be accepted by Statistical Evaluation, the Contracting Agency’s acceptance of the aggregate will be based on:

1. Samples taken prior to mixing with asphalt binder, RAP, or RAS;
2. Testing for the materials properties of fracture, uncompacted void content, and sand equivalent;
3. Evaluation by the Contracting Agency in accordance with Section 3-04, including price adjustments as described therein.

For aggregate that will be used in HMA which will be accepted by Visual Evaluation, evaluation in accordance with items 1, 2, and 3 above is at the discretion of the Engineer.

5-04.3(9) HMA Mixture Acceptance
The Contracting Agency will evaluate HMA mixture for acceptance by one of two methods as determined from the criteria in Table 7.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Commercial HMA placed at any location</td>
<td></td>
<td>• All HMA mixture other than that accepted by Visual Evaluation</td>
</tr>
<tr>
<td>• Any HMA placed in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o sidewalks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o road approaches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o ditches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o slopes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o paths</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o trails</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o gores</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o prelevel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o temporary pavement(^1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o pavement repair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Other nonstructural applications of HMA as approved by the Engineer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^1\)Temporary pavement is HMA that will be removed before Physical Completion of the Contract.
5-04.3(9)A Test Sections
This Section applies to HMA mixture accepted by Statistical Evaluation. A test section is not allowed for HMA accepted by Visual Evaluation.

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 600 tons and a maximum of 1,000 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

5-04.3(9)A1 Test Section – When Required, When to Stop
Use Tables 8 and 9 to determine when a test section is required, optional, or not allowed, and to determine when performing test sections may end. Each mix design will be evaluated independently for the test section requirements. If more than one test section is required, each test section shall be evaluated separately by the criteria in table 8 and 9.

Table 8
Criteria for Conducting and Evaluating HMA Mixture Test Sections
(For HMA Mixture Accepted by Statistical Evaluation)

<table>
<thead>
<tr>
<th></th>
<th>High RAP/Any RAS</th>
<th>Low RAP/No RAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Mixture Test Section Optional or Mandatory?</td>
<td>Mandatory¹</td>
<td>At Contractor's Option</td>
</tr>
<tr>
<td>Waiting period after paving the test section.</td>
<td>4 calendar days²</td>
<td>4 calendar days²</td>
</tr>
<tr>
<td>What Must Happen to Stop Performing Test Sections?</td>
<td>Meet “Results Required to Stop Performing Test Sections” in Table 9 for High RAP/Any RAS.</td>
<td>Provide samples and respond to WSDOT test results required by Table 9 for Low RAP/No RAS.</td>
</tr>
</tbody>
</table>

¹If a mix design has produced an acceptable test section on a previous contract (paved in the same calendar year, from the same plant, using the same JMF) the test section may be waived if approved by the Engineer.
²This is to provide time needed by the Contracting Agency to complete testing and the Contractor to adjust the mixture in response to those test results. Paving may resume when this is done.
### Table 9

**Results Required to Stop Performing HMA Mixture Test Sections**

(For HMA Mixture Accepted by Statistical Evaluation)

<table>
<thead>
<tr>
<th>Test Property</th>
<th>Type of HMA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High RAP/Any RAS</td>
</tr>
<tr>
<td><strong>Gradation</strong></td>
<td>Minimum PFr of 0.95 based on the criteria in Section 5-04.3(9)B4²</td>
</tr>
<tr>
<td><strong>Asphalt Binder</strong></td>
<td>Minimum PFr of 0.95 based on the criteria in Section 5-04.3(9)B4²</td>
</tr>
<tr>
<td>V_a</td>
<td>Minimum PFr of 0.95 based on the criteria in Section 5-04.3(9)B4²</td>
</tr>
<tr>
<td><strong>Hamburg Wheel Track Indirect Tensile Strength</strong></td>
<td>Meet requirements of Section 9-03.8(2)³</td>
</tr>
<tr>
<td><strong>Aggregates Sand Equivalent Uncompacted Void Content Fracture</strong></td>
<td>Nonstatistical Evaluation in accordance with the requirements of Section 3-04³</td>
</tr>
</tbody>
</table>

¹In addition to the requirements of this table, acceptance of the HMA mixture used in each test section is subject to the acceptance criteria and price adjustments for Statistical Evaluation (see Table 9a).

²Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for the property in the first column.

³Take one sample for each test section lot. Test the sample for the properties in the first column.

⁴Divide the test section lot into three sublots, approximately equal in size. Take one sample from each subplot, and test each sample for the property in the first column. There are no criteria for discontinuing test sections for these mixes; however, the contractor must comply with Section 5-04.3(11)F before resuming paving.
5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section
The Engineer will evaluate the HMA mixture in each test section for rejection, acceptance, and price adjustments based on the criteria in Table 9a using the data generated from the testing required by Table 9. Each test section shall be considered a separate lot.

### Table 9a
Acceptance Criteria for HMA Mixture Placed in a Test Section
(For HMA Mixture Accepted by Statistical Evaluation)

<table>
<thead>
<tr>
<th>Test Property</th>
<th>Type of HMA</th>
<th>Type of HMA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>High RAP/Any RAS</td>
<td>Low RAP/No RAS</td>
</tr>
<tr>
<td>Gradation</td>
<td>Statistical Evaluation</td>
<td>Statistical Evaluation</td>
</tr>
<tr>
<td>Asphalt Binder $V_a$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hamburg Wheel Track</td>
<td>Pass/Fail for the requirements of Section 9-03.8(2)(^1)</td>
<td>N/A</td>
</tr>
<tr>
<td>Indirect Tensile Strength</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMA Aggregate Sand Equivalent Uncompacted Void Content</td>
<td>Nonstatistical Evaluation in accordance with the requirements of Section 3-04</td>
<td>Nonstatistical Evaluation in accordance with the requirements of Section 3-04</td>
</tr>
</tbody>
</table>

\(^{1}\)Failure to meet the specifications for Hamburg and/or IDT will cause the mixture in the test section to be rejected. Refer to Section 5-04.3(11).

5-04.3(9)B Mixture Acceptance – Statistical Evaluation
5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots
HMA mixture which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing that HMA tonnage into mixture lots, and each mixture lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each mixture lot into mixture sublots. All mixture in a mixture lot shall be of the same mix design. The mixture sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each mixture lot comprises a maximum of 15 mixture sublots, except:
- The final mixture lot of each mix design on the Contract will comprise a maximum of 25 sublots.
- A mixture lot for a test section will consist of three sublots.

Each mixture subplot shall be approximately uniform in size with the maximum mixture subplot size as specified in Table 10. The quantity of material represented by the final mixture subplot of the project, for
each mix design on the project, may be increased to a maximum of two times the mixture subplot quantity calculated.

Table 10

<table>
<thead>
<tr>
<th>HMA Original Plan Quantity (tons)¹</th>
<th>Maximum Sublot Size (tons)²</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 20,000</td>
<td>1,000</td>
</tr>
<tr>
<td>20,000 to 30,000</td>
<td>1,500</td>
</tr>
<tr>
<td>&gt;30,000</td>
<td>2,000</td>
</tr>
</tbody>
</table>

¹ “Plan quantity” means the plan quantity of all HMA of the same class and binder grade which is accepted by Statistical Evaluation.
² The maximum subplot size for each combination of HMA class and binder grade shall be calculated separately.

• For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

• If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

5-04.3(9)B2 Mixture Statistical Evaluation – Sampling
Comply with Section 1-06.2(1).

Samples of HMA mixture which is accepted by Statistical Evaluation will be randomly selected from within each subplot, with one sample per subplot. The Engineer will determine the random sample location using WSDOT Test Method T 716. The Contractor shall obtain the sample when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with FOP for WAQTC T 168.

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing
Comply with Section 1-06.2(1).
The Contracting Agency will test the mixture sample from each sublot (including sublots in a test section) for the properties shown in Table 11.

<table>
<thead>
<tr>
<th>Test</th>
<th>Procedure</th>
<th>Performed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Va</td>
<td>WSDOT SOP 731</td>
<td>Engineer</td>
</tr>
<tr>
<td>Asphalt Binder Content</td>
<td>FOP for AASHTO T 308</td>
<td>Engineer</td>
</tr>
<tr>
<td>Gradation: Percent Passing</td>
<td>FOP for WAQTC T 27/T 11</td>
<td>Engineer</td>
</tr>
</tbody>
</table>

The mixture samples and tests taken for the purpose of determining acceptance of the test section (as described in Section 5-04.3(9)A) shall also be used as the test results for acceptance of the mixture described in 5-04.3(9)B3, 5-04.3(9)B4, 5-04.3(9)B5, and 5-04.3(9)B6.

5-04.3(9)B4 Mixture Statistical Evaluation – Pay Factors
Comply with Section 1-06.2(2).

The Contracting Agency will determine a pay factor (PF_i) for each of the properties in Table 11, for each mixture lot, using the quality level analysis in Section 1-06.2(2)D. For Gradation, a pay factor will be calculated for each of the sieve sizes listed in Table 11 which is equal to or smaller than the maximum allowable aggregate size (100 percent passing sieve) of the HMA mixture. The USL and LSL shall be calculated using the Job Mix Formula Tolerances (for Statistical Evaluation) in Section 9-03.8(7).

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)
Comply with Section 1-06.2(2).

In accordance with Section 1-06.2(2)D4, the Contracting Agency will determine a Composite Pay Factor (CPF) for each mixture lot from the pay factors calculated in Section 5-04.3(9)B4, using the price
adjustment factors in Table 12. Unless otherwise specified, the maximum CPF for HMA mixture shall be 1.05.

### Table 12

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Factor “f”</th>
</tr>
</thead>
<tbody>
<tr>
<td>All aggregate passing: 1½&quot;, 1&quot;, ¾&quot;, ½&quot;, ⅜&quot;, and No.4 sieves</td>
<td>2</td>
</tr>
<tr>
<td>All aggregate passing No. 8 sieve</td>
<td>15</td>
</tr>
<tr>
<td>All aggregate passing No. 200 sieve</td>
<td>20</td>
</tr>
<tr>
<td>Asphalt binder</td>
<td>40</td>
</tr>
<tr>
<td>Air Voids (V_a)</td>
<td>20</td>
</tr>
</tbody>
</table>

### 5-04.3(9)B6 Mixture Statistical Evaluation – Price Adjustments

For each HMA mixture lot, a Job Mix Compliance Price Adjustment will be determined and applied, as follows:

\[
JMCPA = [0.60 \times (CPF - 1.00)] \times Q \times UP
\]

Where

- **JMCPA** = Job Mix Compliance Price Adjustment for a given lot of mixture ($)
- **CPF** = Composite Pay factor for a given lot of mixture (maximum is 1.05)
- **Q** = Quantity in a given lot of mixture (tons)
- **UP** = Unit price of the HMA in a given lot of mixture ($/ton)

### 5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The Contractor may request that a mixture sublot be retested. To request a retest, submit a written request to the Contracting Agency within 7 calendar days after the specific test results have been posted to the website or emailed to the Contractor, whichever occurs first. The Contracting Agency will send a split of the original acceptance sample for testing by the Contracting Agency to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Engineer. The Contracting Agency will not test the split of the sample with the same equipment or by the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and V_a, and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $250 per sample.

### 5-04.3(9)C Vacant
5-04.3(9)D  Mixture Acceptance – Visual Evaluation
Visual Evaluation of HMA mixture will be by visual inspection by the Engineer or, in the sole discretion of the Engineer, the Engineer may sample and test the mixture.

5-04.3(9)D1  Mixture Visual Evaluation – Lots, Sampling, Testing, Price Adjustments
HMA mixture accepted by Visual Evaluation will not be broken into lots unless the Engineer determines that testing is required. When that occurs, the Engineer will identify the limits of the questionable HMA mixture, and that questionable HMA mixture shall constitute a lot. Then, the Contractor will take samples from the truck, or the Engineer will take core samples from the roadway at a minimum of three random locations from within the lot, selected in accordance with WSDOT Test Method T 716, taken from the roadway in accordance with WSDOT SOP 734, and tested in accordance with WSDOT SOP 737. The Engineer will test one of the samples for all constituents in Section 5-04.3(9)B3. If all constituents from that test fall within the Job Mix Formula Tolerances (for Visual Evaluation) in Section 9-03.8(7), the lot will be accepted at the unit Contract price with no further evaluation.

When one or more constituents fall outside those tolerance limits, the other samples will be tested for all constituents in Section 5-04.3(9)B3, and a Job Mix Compliance Price Adjustment will be calculated in accordance with Table 13.

Table 13

<table>
<thead>
<tr>
<th>Visual Evaluation – Out of Tolerance Procedures</th>
<th>Comply with the Following</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Factors¹</td>
<td>Section 5-04.3(9)B4</td>
</tr>
<tr>
<td>Composite Pay Factors²</td>
<td>Section 5-04.3(9)B5</td>
</tr>
<tr>
<td>Price Adjustments</td>
<td>Section 5-04.3(9)B6</td>
</tr>
</tbody>
</table>

¹The Visual Evaluation tolerance limits in Section 9-03.8(7) will be used in the calculation of the PFi.
²The maximum CPF shall be 1.00.

5-04.3(9)E  Mixture Acceptance – Notification of Acceptance Test Results
The results of all mixture acceptance testing and the Composite Pay Factor (CPF) of the lot after three sublots have been tested will be available to the Contractor through The Contracting Agency’s website.

The Contracting Agency will endeavor to provide written notification (via email to the Contractor’s designee) of acceptance test results through its web-based materials testing system Statistical Analysis of Materials
(SAM) within 24 hours of the sample being made available to the Contracting Agency. However, the Contractor agrees:

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency’s test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency’s test results or statistical analysis.

5-04.3(10) HMA Compaction Acceptance
For all HMA, the Contractor shall comply with the General Compaction Requirements in Section 5-04.3(10)A. The Contracting Agency will evaluate all HMA for compaction compliance with one of the following - Statistical Evaluation, Visual Evaluation, or Test Point Evaluation - determined by the criteria in Table 14:

<table>
<thead>
<tr>
<th>Statistical Evaluation of HMA Compaction is Required For:</th>
<th>Visual Evaluation of HMA Compaction is Required For:</th>
<th>Test Point Evaluation of HMA Compaction is Required For:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Any HMA for which the specified course thickness is greater than 0.10 feet, and the HMA is in: o traffic lanes, including but not limited to: • ramp lanes • truck climbing lanes • weaving lanes • speed change lanes</td>
<td>• “HMA for Preleveling...” • “HMA for Pavement Repair...”</td>
<td>• Any HMA not meeting the criteria for Statistical Evaluation or Visual Evaluation</td>
</tr>
</tbody>
</table>

1This table applies to all HMA, and shall be the sole basis for determining the acceptance method for compaction.
The Contracting Agency may, at its sole discretion, evaluate any HMA for compliance with the Cyclic Density requirements of Section 5-04.3(10)B.

5-04.3(10)A HMA Compaction – General Compaction Requirements
Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, thoroughly and uniformly compact the mix. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, alter the JMF in accordance with Section 9-03.8(7) to achieve desired results.

Compact the mix when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Compact areas inaccessible to large compaction equipment by mechanical or hand tampers. Remove HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective. Replace the removed material with new HMA, and compact it immediately to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor’s option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Unless otherwise approved by the Engineer, operate rollers in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, do not operate a roller in a mode that results in checking or cracking of the mat.

On bridge decks and on the five feet of roadway approach immediately adjacent to the end of bridge/back of pavement seat, operate rollers in static mode only.

5-04.3(10)B HMA Compaction – Cyclic Density
Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer’s discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C HMA Compaction Acceptance – Statistical Evaluation
HMA compaction which is accepted by Statistical Evaluation will be based on acceptance testing performed by the Contracting Agency, and statistical analysis of those acceptance tests results. This will result in a Compaction Price Adjustment.
5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots

HMA compaction which is accepted by Statistical Evaluation will be evaluated by the Contracting Agency dividing the project into compaction lots, and each compaction lot will be evaluated using stratified random sampling by the Contracting Agency sub-dividing each compaction lot into compaction sublots. All mixture in any individual compaction lot shall be of the same mix design. The compaction sublots will be numbered in the order in which the mixture (of a particular mix design) is paved.

Each compaction lot comprises a maximum of 15 compaction sublots, except for the final compaction lot of each mix design on the Contract, which comprises a maximum of 25 sublots.

Each compaction sublot shall be uniform in size as shown in Table 15, except that the last compaction sublot of each day may be increased to a maximum of two times the compaction sublot quantity calculated. Minor variations in the size of any sublot shall not be cause to invalidate the associated test result.

<table>
<thead>
<tr>
<th>HMA Original Plan Quantity (tons)</th>
<th>Compaction Sublot Size (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;20,000</td>
<td>100</td>
</tr>
<tr>
<td>20,000 to 30,000</td>
<td>150</td>
</tr>
<tr>
<td>&gt;30,000</td>
<td>200</td>
</tr>
</tbody>
</table>

1 In determining the plan quantity tonnage, do not include any tons accepted by test point evaluation.

The following will cause one compaction lot to end prematurely and a new compaction lot to begin:

- For a compaction lot in progress with a compaction CPF less than 0.75, a new compaction lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

All HMA which is paved on a bridge and accepted for compaction by Statistical Evaluation will compose a bridge compaction lot. If the contract includes such HMA on more than one bridge, compaction will be evaluated on each bridge individually, as separate bridge compaction lots.
Bridge compaction sublots will be determined by the Engineer subject to the following:

- All sublots on a given bridge will be approximately the same size.
- Sublots will be stratified from the lot.
- In no case will there be less than 3 sublots in each bridge compaction lot.
- No sublot will exceed 50 tons.
- Compaction test locations will be determined by the Engineer in accordance with WSDOT FOP for AASHTO T716.

5-04.3(10)C2  HMA Compaction Statistical Evaluation – Acceptance Testing
Comply with Section 1-06.2(1).

The location of HMA compaction acceptance tests will be randomly selected by the Contracting Agency from within each sublot, with one test per sublot. The Contracting Agency will determine the random sample location using WSDOT Test Method T 716.

Use Table 16 to determine compaction acceptance test procedures and to allocate compaction acceptance sampling and testing responsibilities between the Contractor and the Contracting Agency. HMA cores shall be taken or nuclear density testing shall occur after completion of the finish rolling, prior to opening to traffic, and on the same day that the mix is placed.

Table 16

<table>
<thead>
<tr>
<th>HMA Compaction Acceptance Testing Procedures and Responsibilities</th>
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<tbody>
<tr>
<td>Basis for Test:</td>
</tr>
<tr>
<td>When Contract Includes Bid Item “HMA Core – Roadway” or “HMA Core – Bridge”$^4$</td>
</tr>
<tr>
<td>Table 16</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td><strong>HMA Compaction Acceptance Testing Procedures and Responsibilities</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In-Place Density Determined by:</th>
<th>Contractor shall take cores(^1) using WSDOT SOP 734(^2)</th>
<th>Contracting Agency will take cores(^1) using WSDOT SOP 734</th>
<th>Contracting Agency, using WSDOT FOP for AASHTO T 355</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contracting Agency will determine core density using FOP for AASHTO T 166</td>
<td>Contracting Agency will determine core density using FOP for AASHTO T 166</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Theoretical Maximum Density Determined by:</th>
<th>Contracting Agency, using FOP for AASHTO T 209</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolling Average of Theoretical Maximum Densities Determined by:</td>
<td>Contracting Agency, using WSDOT SOP 729</td>
</tr>
</tbody>
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</table>

\(^1\)The core diameter shall be 4-inches unless otherwise approved by the Engineer.

\(^2\)The Contractor shall take the core samples in the presence of the Engineer, at locations designated by the Engineer, and deliver the core samples to the Contracting Agency.

\(^3\)The Contracting Agency will determine, in its sole discretion, whether it will take cores or use the nuclear density gauge to determine in-place density. Exclusive reliance on cores for density acceptance is generally intended for small paving projects and is not intended as a replacement for nuclear gauge density testing on typical projects.

\(^4\)The basis for test of all compaction sublots in a bridge compaction lot shall be cores. These cores shall be taken by the Contractor when the Proposal includes the bid item “HMA Cores – Bridge”. When there is no bid item for “HMA Cores – Bridge”, the Engineer will be responsible for taking HMA cores for all compaction sublots in a bridge compaction lot. In either case, the Engineer will determine core location, in-place density of the core, theoretical maximum density, rolling average of theoretical maximum density, and percent compaction using the procedure called for in this Section.
When using the nuclear density gauge for acceptance testing of pavement density, the Engineer will follow WSDOT SOP 730 for correlating the nuclear gauge with HMA cores. When cores are required for the correlation, coring and testing will be by the Contracting Agency. When a core is taken for gauge correlation at the location of a sublot, the relative density of the core will be used for the sublot test result and is exempt from retesting.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments
For each HMA compaction lot (that is accepted by Statistical Evaluation) which has less than three compaction sublots, for which all compaction sublots attain a minimum of 91 percent compaction determined in accordance with WSDOT FOP for AASHTO T 355 (or WSDOT SOP 736 when provided by the Contract), the HMA will be accepted at the unit Contract price with no further evaluation.

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2) to determine the appropriate Compaction Price Adjustment (CPA). All of the test results obtained from the acceptance samples from a given compaction lot shall be evaluated collectively. Additional testing by either a nuclear density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For the statistical analysis in Section 1-06.2, use the following values:

\[ x = \text{Percent compaction of each sublot} \]
\[ \text{USL} = 100 \]
\[ \text{LSL} = 91 \]

Each CPA will be determined as follows:

\[ \text{CPA} = [0.40 \times (\text{CPF} - 1.00)] \times Q \times \text{UP} \]

Where

\[ \text{CPA} = \text{Compaction Price Adjustment for the compaction lot ($)} \]
\[ \text{CPF} = \text{Composite Pay Factor for the compaction lot (maximum is 1.05)} \]
\[ Q = \text{Quantity in the compaction lot (tons)} \]
\[ \text{UP} = \text{Unit price of the HMA in the compaction lot ($/ton)} \]

5-04.3(10)C4 HMA Statistical Compaction – Requests for Retesting
For a compaction subplot that has been tested with a nuclear density gauge that did not meet the minimum of 91 percent of the theoretical maximum density in a compaction lot with a CPF below 1.00 and
thus subject to a price reduction or rejection, the Contractor may request that a core, taken at the same location as the nuclear density test, be used for determination of the relative density of the compaction sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the compaction sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot. When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the compaction sublot have been provided or made available to the Contractor. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for retesting. When the CPF for the compaction lot based on the results of the cores is less than 1.00, the Contracting Agency will deduct the cost for the coring from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)D  HMA Compaction – Visual Evaluation
Visual Evaluation will be the basis of acceptance for compaction of the Bid items “HMA for Pavement Repair Cl. ____ PG ____” and “HMA for Prelevelling Class ____ PG ____”. This HMA shall be thoroughly compacted to the satisfaction of the Engineer. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller.

5-04.3(10)E  HMA Compaction – Test Point Evaluation
When compaction acceptance is by Test Point Evaluation, compact HMA based on a test point evaluation of the compaction train. Perform the test point evaluation in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

5-04.3(10)F  HMA Compaction Acceptance – Notification of Acceptance Test Results
The obligations and responsibilities for notifying the Contractor of compaction acceptance test results are the same as for mixture acceptance test results. See Section 5-04.3(9)E.

5-04.3(11)  Reject Work
This Section applies to HMA and all requirements related to HMA (except aggregates prior to being incorporated into HMA). For rejection of aggregate prior to its incorporation into HMA refer to Section 3-04.

5-04.3(11)A  Reject Work – General
Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer.
5-04.3(11)B Rejection by Contractor
The Contractor may, prior to acceptance sampling and testing, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)
The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests the rejected material to be tested. If the Contractor requests testing, acceptance will be by Statistical Evaluation, and a minimum of three samples will be obtained and tested. When uncompacted material is required for testing but not available, the Engineer will determine random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores in accordance with WSDOT SOP 734, and test the cores in accordance with WSDOT SOP 737.

If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection – A Partial Sublot (Mixture or Compaction)
In addition to the random acceptance sampling and testing, the Engineer may also isolate from a mixture or compaction sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. The Contracting Agency will obtain a minimum of three random samples of the suspect material and perform the testing. When uncompacted material is required for testing but is not available, the Engineer will select random sample locations on the roadway in accordance with WSDOT Test Method T 716, take cores samples in accordance with WSDOT SOP 734, and test the material in accordance with WSDOT SOP 737. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection – An Entire Sublot (Mixture or Compaction)
An entire mixture or compaction sublot that is suspected of being defective may be rejected. When this occurs, a minimum of two additional random samples from this sublot will be obtained. When uncompacted material is required for the additional samples but the material has been compacted, the Contracting Agency will take and test cores from the
roadway as described in Section 5-04.3(11)D. The additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F  Rejection - A Lot in Progress (Mixture or Compaction)
The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced when:

1. the Composite Pay Factor (CPF) of a mixture or compaction lot in progress drops below 1.00 and the Contractor is taking no corrective action, or

2. the Pay Factor (PF<sub>i</sub>) for any constituent of a mixture or compaction lot in progress drops below 0.95 and the Contractor is taking no corrective action, or

3. either the PF<sub>i</sub> for any constituent (or the CPF) of a mixture or compaction lot in progress is less than 0.75.

5-04.3(11)G  Rejection – An Entire Lot (Mixture or Compaction)
An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12)  Joints
5-04.3(12)A  HMA Joints
5-04.3(12)A1  Transverse Joints
Conduct operations such that placement of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, but the roller may pass over the unprotected end of the freshly laid HMA only when the placement of the course is discontinued for such a length of time that the HMA will cool below compaction temperature. When the Work is resumed, cut back the previously compacted HMA to produce a slightly beveled edge for the full thickness of the course.

Construct a temporary wedge of HMA on a 50H:1V where a transverse joint as a result of paving or planing is open to traffic. Separate the HMA in the temporary wedge from the permanent HMA upon which it is placed by strips of heavy wrapping paper or other methods approved by the Engineer. Remove the wrapping paper and trim the joint to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

Waste the material that is cut away and place new HMA against the cut. Use rollers or tamping irons to seal the joint.

5-04.3(12)A2  Longitudinal Joints
Offset the longitudinal joint in any one course from the course immediately below by not more than 6 inches nor less than 2 inches. Locate all longitudinal joints constructed in the wearing course at a lane line or an edge line of the Traveled Way. Construct a notched
wedge joint along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size nor more than ½ of the compacted lift thickness, and then taper down on a slope not steeper than 4H:1V. Uniformly compact the sloped portion of the HMA notched wedge joint.

On one-lane ramps a longitudinal joint may be constructed at the center of the traffic lane, subject to approval by the Engineer, if:

1. The ramp must remain open to traffic, or
2. The ramp is closed to traffic and a hot-lap joint is constructed.

   a. Two paving machines shall be used to construct the hot-lap joint.
   b. The pavement within 6 inches of the hot-lap joint will not be excluded from random location selection for compaction testing.
   c. Construction equipment other than rollers shall not operate on any uncompacted HMA.

When HMA is placed adjacent to cement concrete pavement, construct longitudinal joints between the HMA and the cement concrete pavement. Saw the joint to the dimensions shown on Standard Plan A-40.10 and fill with joint sealant meeting the requirements of Section 9-04.2.

5-04.3(12)B  Bridge Paving Joint Seals
5-04.3(12)B1  HMA Sawcut and Seal
Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seal to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the HMA overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer’s application procedure.

Construct the bridge paving joint seal as specified in the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with Section 5-05.3(8). Apply the sealant in accordance with Section 5-05.3(8)B and the manufacturer’s application procedure.
5-04.3(12)B2 Paved Panel Joint Seal
Construct the paved panel joint seal in accordance with the requirements specified in Section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness
The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ¼ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, correct the pavement surface by one of the following methods:

1. Remove material from high places by grinding with an approved grinding machine, or
2. Remove and replace the wearing course of HMA, or
3. By other method approved by the Engineer.

Correct defects until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, bring any such irregularities to the required tolerance by grinding or other means approved by the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the Traveled Way, pave the Roadway before the utility appurtenances are adjusted to the finished grade.
5-04.3(14) Planing Bituminous Pavement
Plane in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor’s operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor’s operations shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

For mainline planing operations, use equipment with automatic controls and with sensors for either or both sides of the equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

Remove all loose debris from the planed surface before opening the planed surface to traffic. The planings and other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C, or as otherwise allowed by the Contract.

5-04.3(15) Sealing Pavement Surfaces
Apply a fog seal where shown in the Plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches
Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement
HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the HMA. If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Crack Sealing-LF will be measured by the linear foot along the line of the crack.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.
HMA sawcut and seal, and paved panel joint seal, will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment
Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ___ PG ___”, per ton.
“HMA for Approach Cl. ___ PG ___”, per ton.
“HMA for Preleveling Cl. ___ PG ___”, per ton.
“HMA for Pavement Repair Cl. ___ PG ___”, per ton.
“Commercial HMA”, per ton.
The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Crack Sealing-FA”, by force account.
“Crack Sealing-FA” will be paid for by force account as specified in Section 1-09.6.
For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

“Crack Sealing-LF”, per linear foot.
The unit Contract price per linear foot for “Crack Sealing-LF” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)A.

“Soil Residual Herbicide _____ ft. Wide”, per mile, or
“Soil Residual Herbicide”, per square yard.
The unit Contract price per mile or per square yard for “Soil Residual Herbicide” shall be full payment for all costs incurred to obtain, provide and install herbicide in accordance with Section 5-04.3(4)B.

“Pavement Repair Excavation Incl. Haul”, per square yard.
The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4)C with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Asphalt for Fog Seal”, per ton.
Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.
The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to construct the longitudinal joint between HMA and cement concrete pavement, as described in Section 5-04.3(12)B.

“HMA Sawcut And Seal”, per linear foot.
The unit Contract price per linear foot for “HMA Sawcut And Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12)B1.

“Paved Panel Joint Seal”, per linear foot.
The unit Contract price per linear foot for “Paved Panel Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12)B2.

“Planing Bituminous Pavement”, per square yard.
The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.
Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.
Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.
“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)B6 and 5-04.3(9)D1.

“Compaction Price Adjustment”, by calculation.
“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)C3.

“HMA Core – Bridge”, per each.
The unit Contract price per each for “HMA Core – Bridge” shall be full payment for all costs, including traffic control, associated with taking HMA density cores in pavement that is on a bridge deck.

“HMA Core – Roadway”, per each.
The unit Contract price per each for “HMA Core – Roadway” shall be full payment for all costs, including traffic control, associated with taking HMA density cores in pavement that is not on a bridge deck.

“Cyclic Density Price Adjustment”, by calculation.
“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.
Section 5-05, Cement Concrete Pavement
January 3, 2017

5-05.3(1) Concrete Mix Design for Paving
In last sentence of the second paragraph of item number 1, the reference to “Section 9-01.2(4)” is revised to read “Section 9-01.2(1)B”.

The following is inserted after item number 2:

3. **Mix Design Modifications** - The Contractor may initiate adjustments to the aggregate proportions of the approved mix design. An adjustment in both the fine and coarse aggregate batch target weights of plus or minus 200 pounds per cubic yard will be allowed without resubmittal of the mix design. The adjusted aggregate weights shall become the new batch target weights for the mix design.

Item number 3 is renumbered to 4 and revised (up until the table) to read:

4. **Conformance to Mix Design** - Cement and coarse and fine aggregate weights shall be within the following tolerances of the batch target weights of the mix design:

<table>
<thead>
<tr>
<th>Portland Cement Concrete Batch Weights</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>+5%</td>
<td>-1%</td>
</tr>
<tr>
<td>Coarse Aggregate</td>
<td>+2%</td>
<td>-2%</td>
</tr>
<tr>
<td>Fine Aggregate</td>
<td>+2%</td>
<td>-2%</td>
</tr>
</tbody>
</table>

5-05.3(3)B Mixing Equipment
The last sentence of item number 4 is revised to read:

Plant-mixed concrete may be transported in nonagitated vehicles provided that the concrete is in a workable condition when placed and:

a. discharge is completed within 45 minutes after the introduction of mixing water to the cement and aggregates, or

b. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the concrete mix temperature is 70°F or below during placement, or

c. discharge is completed within 60 minutes after the introduction of mixing water to the cement and aggregates, provided the mix contains an approved set retarder at the manufacturer’s minimum dosage rate.

5-05.3(6) Subgrade
This section, including title, is revised to read:

5-05.3(6) Surface Preparation
The Subgrade surface shall be prepared and compacted a minimum of 3 feet beyond each edge of the area which is to receive concrete pavement in order to accommodate the slip-form equipment.
Concrete shall not be placed during a heavy rainfall. Prior to placing concrete:

1. The surface shall be moist;
2. Excess water (e.g., standing, pooling or flowing) shall be removed from the surface.
3. The surface shall be clean and free of any deleterious materials.
4. The surface temperature shall not exceed 120°F or be frozen.

5-05.3(7)A Slip-Form Construction
The second sentence of the first paragraph is revised to read:

The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose, or by an electronic control system capable of controlling the line and grade within required tolerances.

Section 6-02, Concrete Structures
August 7, 2017

6-02.2 Materials
The item “Elastomeric Bearing Pads” is revised to read “Fabricated Bridge Bearing Assemblies”.

6-02.3(2) Proportioning Materials
In the sixth paragraph, the reference to “Section 9-01.2(4)” is revised to read “9-01.2(1)B”.

6-02.3(2)A Contractor Mix Design
The following new sentence is inserted after the first sentence of the third paragraph:

The mix design submittal shall also include test results no older than one year showing that the Aggregates do not contain Deleterious Substances in accordance with Section 9-03.

6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D
Item number 4 of the first paragraph is deleted.

Items number 5, 6, and 7 of the first paragraph are renumbered to 4, 5, and 6, respectively.

The following new sentence is inserted after the second sentence of the last paragraph:

Mix designs using shrinkage reducing admixture shall state the specific quantity required.

The following new sentence is inserted before the last sentence of the last paragraph:

Testing samples of mixes using shrinkage reducing admixture shall use the admixture amount specified in the mix design submittal.
6-02.3(2)B Commercial Concrete
The last sentence of the first paragraph is revised to read:

Commercial concrete does not require mix design or source approvals for cement, aggregate, and other admixtures.

6-02.3(5)G Sampling and Testing for Temperature, Consistency and Air Content
The last three paragraphs are revised to read:

Sampling and testing will be performed before concrete placement from the first load. Concrete shall not be placed until all tests have been completed by the Engineer, and the results indicate that the concrete is within acceptable limits. If the concrete is not within acceptable limits, sampling and testing will continue before concrete placement for each load until one load meets all of the applicable acceptance requirements. After one test indicates that the concrete is within specified limits, the concrete may be placed and the sampling and testing frequency may decrease to one for every 100 cubic yards. Sampling shall be performed in accordance with FOP for WAQTC TM 2 and random samples shall be selected in accordance with WSDOT T 716. After the first acceptable load of concrete, up to ½ cubic yard may be placed from subsequent loads to be tested prior to testing for acceptance.

When the results for any subsequent acceptance test indicates that the concrete as delivered and approved by the Contractor for placement does not conform to the specified limits, the sampling and testing frequency will be resumed for each load. Whenever one subsequent test indicates that the concrete is within the specified limits, the random sampling and testing frequency of one for every 100 cubic yards may resume.

Sampling and testing for a placement of one class of concrete consisting of 50 cubic yards or less will be as listed above, except that after one set of tests indicate that the concrete is within specified limits, the remaining concrete to be placed may be accepted by visual inspection.

6-02.3(6)A1 Hot Weather Protection
This section is revised to read:

The Contractor shall provide concrete within the specified temperature limits. Cooling of the coarse aggregate piles by sprinkling with water is permitted provided the moisture content is monitored and the mixing water is adjusted for the free water in the aggregate. Shading or cooling aggregate piles (sprinkling of fine aggregate piles with water is not allowed). If sprinkling of the coarse aggregates is to be used, the piles moisture content shall be monitored and the mixing water adjusted for the free water in the aggregate. In addition, when removing the coarse aggregate, it shall be removed from at least 1 foot above the bottom of the pile. Refrigerating mixing water; or replacing all or part of the mixing water with crushed ice, provided the ice is completely melted by placing time.
If air temperature exceeds 90°F, the Contractor shall use water spray or other accepted methods to cool all concrete-contact surfaces to less than 90°F. These surfaces include forms, reinforcing steel, steel beam flanges, and any others that touch the mix.

6-02.3(6)A2 Cold Weather Protection
This section is revised to read:

Concrete shall be maintained at or above a temperature of 40°F during the first seven days of the Cold Weather Protection Period and at or above a temperature of 35°F during the remainder of the Cold Weather Protection Period. Cold weather protection requirements do not apply to concrete in shafts and piles placed below the ground line.

Prior to placing concrete in cold weather, the Contractor shall submit a Type 2 Working Drawing with a written procedure for cold weather concreting. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below the minimum temperature. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor’s cold weather protection plan has been accepted by the Engineer.

Prior to concrete placement, the Contractor shall review the 7-day temperature predictions for the job site from the Western Region Headquarters of the National Weather Service (www.wrh.noaa.gov). When temperatures below 35°F are predicted, the Contractor shall:

1. Install temperature sensors in each concrete placement. One sensor shall be installed for every 100 cubic yards of concrete placed. Sensors shall be installed at locations directed by the Engineer, and shall be placed 1.5 inches from the face of concrete.

2. Immediately after concrete placement, temperature sensors shall be installed on the concrete surface at locations directed by the Engineer. One sensor shall be installed for every 100 cubic yards of concrete placed.

Temperatures shall be measured and recorded a minimum of every hour for the duration of the Cold Weather Protection Period. Temperature data shall be submitted to the Engineer as a Type 1 Working Drawing within three days following the end of the Cold Weather Protection Period.

For each day that the concrete temperature falls below 40°F during the first seven days of the Cold Weather Protection Period, no curing time is awarded for that day and the Cold Weather Protection Period is extended for one additional day. If the concrete temperature falls below 35°F during the Cold Weather Protection Period, the concrete may be rejected by the Engineer.

6-02.3(7) Concrete Exposed to Sea Water
This section including title is revised to read:

6-02.3(7) Vacant
6-02.3(8) Concrete Exposed to Alkaline Soils or Water
This section including title is revised to read:

6-02.3(8) Vacant

6-02.3(10)D4 Monitoring Bridge Deck Concrete Temperature After Placement
This section is revised to read:

The Contractor shall measure and record the concrete temperature and ambient temperature a minimum of every hour for seven calendar days after concrete placement. The Contractor shall place two temperature sensors in the bridge deck at locations specified by the Engineer. The Contractor shall measure ambient temperature near the locations where concrete temperature is being measured. When the bridge deck is being enclosed and heated to meet cold weather requirements, ambient temperature readings shall be taken within the enclosure. The Contractor shall submit the concrete temperature and ambient temperature data as a Type 1 Working Drawing in spreadsheet format within 14 calendar days from placing the bridge deck concrete.

The Contractor shall submit a Type 1 Working Drawing consisting of the type and model of each device and the method used to measure and record the temperatures.

6-02.3(13)A Strip Seal Expansion Joint System
The first paragraph is revised to read:

The Contractor shall submit Type 2 Working Drawings consisting of the strip seal expansion joint shop drawings. These plans shall include, at a minimum, the following:

1. Plan, elevation, and sections of the joint system and all components, with dimensions and tolerances.
2. All material designations.
3. Manufacturer’s written installation procedure. The installation procedure shall indicate how the extrusions set into the two sides of the joint will be allowed to move independently of one another.
4. Corrosion protection system used on the metal components.
5. Locations of welded shear studs, lifting mechanisms, temperature setting devices, and construction adjustment devices.
6. Method of sealing the system to prevent leakage of water through the joint.
7. Details of the temporary supports for the steel extrusions while the encapsulating concrete of the headers is placed and cured.
8. The gland installation procedure, including the means and methods used to install the gland and assure correct seating of the gland within the steel extrusions.
The following new paragraph is inserted after the third paragraph:

If the gland is installed in the field, the Contractor shall have the services of a strip seal expansion joint system manufacturer’s technical representative physically present at the job site. The manufacturer’s technical representative shall train the Contractor’s personnel performing the field installation of the gland, provide technical assistance for installing the gland, and observe and inspect the installation of at least the first complete joint.

The second to last paragraph is deleted.

6-02.3(14)D  General Requirements for Concrete Surface Finishes Produced by Form Liners
The first two sentences of the third paragraph are deleted.

6-02.3(16)  Plans for Falsework and Formwork
The last sentence of the first paragraph is revised to read:

A submittal is not required for footing or retaining wall formwork if the concrete placement is 4 feet or less in height.

The second to last paragraph is revised to read:

The Contractor shall furnish associated design calculations to the Engineer as part of the submittal. The design calculations shall include the structural and geotechnical design of the foundation and shall show the stresses and deflections in all load-carrying members that are part of the falsework system. Construction details which may be shown in the form of sketches on the calculation sheets shall be shown in the falsework or formwork drawings as well. Falsework or formwork plans will not be accepted in cases where it is necessary to refer to the calculation sheets for information needed for complete understanding of the falsework and formwork plans or how to construct the falsework and formwork.

The last paragraph is deleted.

6-02.3(17)D  Falsework Support Systems: Piling, Temporary Concrete Footings, Timber Mudsills, Manufactured Shoring Towers, Caps, and Posts
This section, including title, is revised to read:

Foundations for falsework shall be designed for conditions stated in this Section using methods shown in the AASHTO Standard Specifications for Highway Bridges Seventeenth Edition – 2002 for allowable stress design, the AASHTO LRFD Bridge Design Specifications for load and resistance factor design or the AASHTO Guide Design Specifications for Bridge Temporary Works. Allowable stresses for materials shall not exceed stresses and conditions allowed by Section 6-02.3(17)B.

6-02.3(17)D1  Piling
This section including title is revised to read:

6-02.3(17)D1  Vacant
6-02.3(17)D2 Temporary Concrete Footings and Timber Mudsills
This section including title is revised to read:

6-02.3(17)D2 Vacant

6-02.3(17)D4 Manufactured Shoring Tower Systems and Devices
The fifth paragraph is deleted.

6-02.3(17)D5 Cross-Braced Type Base Frames
This section is deleted in its entirety.

6-02.3(17)D6 Ladder Type Base Frames
This section is deleted in its entirety.

6-02.3(17)D7 Intermediate Strength Shoring
This section is deleted in its entirety.

6-02.3(17)D8 Heavy-Duty Shoring Systems
This section is deleted in its entirety.

6-02.3(17)K Concrete Forms on Steel Spans
In the last paragraph, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

6-02.3(17)N Removal of Falsework and Forms
The fifth paragraph is deleted.

6-02.3(19)A Vacant
This section, including title, is revised to read:

6-02.3(19)A Submittals of Acceptance Test Reports and Certificates
The Contractor shall submit the following production samples and test reports and certificates for fabricated bridge bearing assemblies as applicable:

1. A Type 2 Working Drawing consisting of a six-inch square by 1-inch thick sample of PTFE taken from the lot of production material.

2. A Type 2 Working Drawing consisting of a six-inch square by 1-inch thick sample of pre-formed fabric pad taken from the lot of production material.

3. Type 1 Working Drawings consisting of Manufacturers’ Certificates of Compliance for the PTFE, polyether urethane, pre-formed fabric pad duck, silicone grease, epoxy gel, and resin filler.

4. Type 1 Working Drawings consisting of certified mill test reports for all steel and stainless steel in the bearing assemblies.

5. Type 1 Working Drawings consisting of certified test reports confirming that the pre-formed fabric pads meet the specific requirements of proof load.

6-02.3(24)A Field Bending
This section (excluding the tables) is revised to read:
Field bending of AASHTO M31 Grade 60 and ASTM A706 Grade 60 reinforcement shall be done in accordance with the requirements of this section. Field bending of all other reinforcement shall require a Type 2 Working Drawing showing the bend radii, bending and heating procedures, and any inspection or testing requirements.

Field bending shall not be done on reinforcement within the top or bottom third of column lengths or within plastic hinge regions identified in the Plans. Field bending shall not be done on bar sizes No. 14 or No. 18.

In field-bending steel reinforcing bars, the Contractor shall:

1. Make the bend gradually using a bending tool equipped with a bending diameter as listed in Table 1. Bending shall not be done by means of hammer blows and pipe sleeves. When bending to straighten a previously bent bar, move a hickey bar progressively around the bend.

2. Apply heat as described below for bending bar sizes No. 6 through No. 11 and for bending bar sizes No. 5 and smaller when the bars have been previously bent. Previously unbent bars of sizes No. 5 and smaller may be bent without heating when the bar temperature is 40°F or higher. When previously unbent bars of sizes No. 5 and smaller have a bar temperature lower than 40°F, they shall be heated to within the range of 100°F to 150°F prior to bending. In applying heat for field-bending steel reinforcing bars, the Contractor shall:
   a. Avoid damage to the concrete by insulating any concrete within 6 inches of the heated bar area;
   b. Apply two heat tips simultaneously at opposite sides of bar sizes No. 7 or larger;
   c. Heat the bar to within the required temperature range shown in Table 2 as verified by using temperature-indicating crayons or other suitable means;
   d. Heat a minimum bar length as shown in Table 3. Locate the heated section of the bar to include the entire bending length;
   e. Bend immediately after the required temperature range has been achieved. Maintain the bar within the required temperature range during the entire bending process;
   f. Do not cool bars artificially with water, forced air, or other means.

3. Limit any bend or straightening to these maximum angles: 135 degrees for bar sizes No. 8 or smaller, and 90 degrees for bar sizes No. 9 through No. 11.

4. Repair epoxy coating on epoxy coated bars in accordance with Section 6-02.3(24)H.
6-02.3(25) Prestressed Concrete Girders
Under the heading “Prestressed Concrete Slab Girder”, the second sentence is deleted.

6-02.3(25)A Shop Drawings
The sixth paragraph is deleted.

6-02.3(25)F Prestress Release
The last two sentences of the last paragraph are deleted and replaced with the following single sentence:

This request shall be submitted as a Type 2E Working Drawing analyzing changes in vertical deflection, girder lateral stability and concrete stresses in accordance with Section 6-02.3(25)L2.

6-02.3(25)H Finishing
Item number 2 in the first paragraph is revised to read:

2. The bottoms, sides, and tops of the lower flanges on all girders, including the top of the bottom slab between the tub girder webs.

6-02.3(25)I Fabrication Tolerances
Items 4 and 5 in the first paragraph are revised to read:

4. Flange Depth: ± ¼ inch
5. Strand Position:
   Individual strands: ± ¼ inch
   Bundled strands: ± ½ inch
   Harped strand group center of gravity at the girder ends: ± 1 inch

Items 7, 8, 9 and 10 in the first paragraph are revised to read:

8. Bearing Recess (center of recess to girder end): ± ⅜ inch.
9. Girder Ends (deviation from square or designated skew):
   Horizontal: ± ¼ inch per foot of girder width, up to a maximum of ± ½ inch
   Vertical: ± ⅜ inch per foot of girder depth, up to a maximum of ± 1 inch
10. Bearing Area Deviation from Plane (in length or width of bearing): ± ⅜ inch

Items 14 and 15 in the first paragraph are revised to read:

14. Local smoothness of any surface: ± ¼ inch in 10 feet.
15. Differential Camber between Girders in a Span (measured in place at the job site):

| For wide flange deck and deck bulb tee girders with a cast-in-place reinforced concrete deck: | Cambers shall be equalized when the differences in cambers between adjacent girders exceeds ± \( \frac{3}{4} \) inch |
| For wide flange deck, deck bulb tee and slab girders without a cast-in-place reinforced concrete deck: | Cambers shall be equalized when the differences in cambers between adjacent girders exceeds ± \( \frac{1}{4} \) inch |

Item 17 in the first paragraph is revised to read:

17. Position of Lifting Embedments: ± 3 inches longitudinal, ± \( \frac{1}{4} \) inch transverse.

6-02.3(25)J Horizontal Alignment

This section is revised to read:

The Contractor shall check and record the horizontal alignment (sweep) of each girder at the following times:

1. Initial – Upon removal of the girder from the casting bed
2. Shipment – Within 14 days prior to shipment; and
3. Erection – After girder erection and cutting temporary top strands but prior to any equalization, welding ties or placement of diaphragms.

Horizontal alignment of the top and bottom flanges shall be checked and recorded. Alternatively, the Contractor may check and record the horizontal alignment of the web near mid-height of the girder. Each check shall be made by measuring the maximum offset at mid-span relative to a chord that starts and stops at the girder ends. The Contractor shall check and record the alignment at a time when the girder is not influenced by temporary differences in surface temperature. Records for the initial check (item 1 above) shall be included in the Contractor’s prestressed concrete certificate of compliance. Records for all other checks shall be submitted as a Type 1 Working Drawing.

For each check (Items 1 to 3 above), the alignment shall not be offset more than \( \frac{1}{6} \) inch for each 10 feet of girder length. Girders not meeting this tolerance for the shipment check (Item 2 above) shall require an analysis of girder lateral stability and stresses in accordance with Section 6-02.3(25)L1. The Contractor shall perform this analysis and submit it as a Type 2E Working Drawing prior to shipment of the girder. Any girder that exceeds an offset of \( \frac{1}{6} \) inch for each 10 feet of girder length for the erection check (Item 3 above) shall be corrected at the job site to the \( \frac{1}{6} \) inch maximum offset per 10 feet of girder length before concrete is placed into the diaphragms. The Contractor shall submit a Type 2 Working Drawing for any required corrective action.

The maximum distance between the side of a prestressed concrete slab girder, or the edge of the top flange of a wide flange deck, wide flange thin deck or deck bulb tee girder, and a chord that extends the full length of the girder shall be ±\( \frac{1}{2} \) inch after erection (Item 3 above).
6-02.3(25)K  Vertical Deflection
Items 2 and 3 in the first paragraph are revised to read:

2. Shipment – Within 14 days prior to shipment;

3. Erection – After girder erection and cutting temporary top strands but prior to any equalization, welding ties or placement of diaphragms.

The following new paragraph is inserted after the second paragraph:

Girders with vertical deflections not meeting the limit shown in the Plans for the shipment check (Item 2 above) shall require an analysis of girder lateral stability and stresses in accordance with Section 6-02.3(25)L1. The Contractor shall perform this analysis and submit it as a Type 2E Working Drawing prior to shipment.

The following new sentence is inserted after the second sentence of the fourth to last paragraph:

Any diaphragms are assumed to be placed.

The last three paragraphs are deleted and replaced with the following:

If the girder vertical deflection measured for the erection check (Item 3 above) is not between the lower “D” dimension bound shown in the Plans and the upper “D” dimension bound shown in the Plans plus ¾ inches, the Engineer may require corrective action. The Contractor shall submit a Type 2 Working Drawing for any required corrective action.

6-02.3(25)L  Handling and Storage
The second paragraph is revised to read:

For strand lift loops, only ½-inch diameter or 0.6-inch diameter strand conforming to Section 9-07.10 shall be used, and a minimum 2-inch diameter straight pin of a shackle shall be used through the loops. Multiple loops shall be held level in the girder during casting in a manner that allows each loop to carry its share of the load during lifting. The minimum distance from the end of the girder to the centroid of the strand lift loops shall be 3 feet. The loops for all prestressed concrete girders, with the exception of prestressed concrete slab girders, shall project a minimum of 1'-6" from the top of the girder. The loops for prestressed concrete slab girders shall project a minimum of 4 inches. Loops shall extend to within 3 inches clear of the bottom of the girder, terminating with a 9-inch long 90-degree hook. Loads on individual loops shall be limited to 12 kips, and all girders shall be picked up at a minimum angle of 60 degrees from the top of the girder.

The third sentence of the fourth paragraph is revised to read:

Alternatively, these temporary strands may be post-tensioned provided the strands are stressed on the same day that the permanent prestress is released into the girder and the strands are tensioned prior to lifting the girder.
The second to last sentence of the fourth paragraph is revised to read:

When the post-tensioned alternative is used, the Contractor shall be responsible for properly sizing the anchorage plates, and configuring the reinforcement adjacent to the anchorage plates, to prevent bursting or splitting of the concrete in the top flange.

The second to last paragraph is deleted.

This section is supplemented with the following new subsections:

**6-02.3(25)L1 Girder Lateral Stability and Stresses**
The Contractor shall be responsible for safely lifting, storing, shipping and erecting prestressed concrete girders.

The Contract documents may provide shipping and handling details for girders including lifting embedment locations (L), shipping support locations (L1 and L2), minimum shipping support rotational spring constants (Ke), minimum shipping support center-to-center wheel spacings (Wcc), vertical deflections and number of temporary top strands. These shipping and handling details have been determined in accordance with Section 6-02.3(25)L2.

The Contractor shall submit a Type 2E Working Drawing analyzing girder lateral stability and concrete stresses during lifting, storage, shipping and erection in accordance with Section 6-02.3(25)L2 in the following cases:

1. Any of the analysis assumptions listed in Section 6-02.3(25)L2 are invalid. Determination of validity shall be made by the Contractor, except that analysis assumptions shall be considered invalid if the actual values are outside of the provided tolerances.

2. The Contractor intends to alter the shipping and handling details provided in the Contract documents.

3. The Contract documents do not provide shipping and handling details.

**6-02.3(25)L2 Lateral Stability and Stress Analysis**
Analysis for girder lateral stability and concrete stresses during lifting, storage, shipping and erection shall be in accordance with the PCI Recommended Practice for Lateral Stability of Precast, Prestressed Concrete Bridge Girders, First Edition, Publication CB-02-16-E and the AASHTO LRFD Bridge Design Specifications edition identified in the Contract documents. The following design criteria shall be met:

1. Factor of Safety against cracking shall be at least 1.0

2. Factor of Safety against failure shall be at least 1.5

3. Factor of Safety against rollover shall be at least 1.5

4. Allowable concrete stresses shall be as specified in Section 6-02.3(25)L3
The analysis shall address any effects on girder vertical deflection (camber), “A” dimensions at centerline of bearings and deck screed cambers (C).

Shipping and handling details provided in the Contract documents have been determined using the following analysis assumptions:

1. Girder dimensions, strand locations and lifting embedment locations are within the tolerances specified in Section 6-02.3(25)I
2. Girder horizontal alignment (sweep) is within the tolerance specified in Section 6-02.3(25)J
3. Girder vertical deflection (camber) at midspan is less than or equal to the value shown in the Plans for shipping
4. Minimum concrete compressive strength at release ($f_{ci}$) has been reached before initial lifting from casting bed. Minimum concrete compressive strength at 28 days ($f_c$) has been reached before shipping.
5. Height of girder bottom above roadway at shipping supports is less than or equal to 72 inches
6. Height of shipping support roll center above roadway is 24 inches, ± 2 inches
7. Shipping support longitudinal placement ($L_1$ and $L_2$) tolerance is ± 6 inches
8. Shipping support lateral placement tolerance is ±1 inches
9. Shipping supports provide the minimum shipping support rotational spring constant ($K_θ$) and minimum shipping support center-to-center wheel spacings ($W_{cc}$) shown in the Plans
10. For shipping at highway speeds a ± 20% dynamic load allowance (impact) is included with a typical roadway superelevation of 2%
11. For turning at slow speeds, no dynamic load allowance (impact) is included with a maximum roadway superelevation of 6%
12. Wind, centrifugal and seismic forces are not considered

### 6-02.3(25)L3 Allowable Stresses

Prestressed concrete girder stresses shall be limited to the following values at all stages of construction and in service:

<table>
<thead>
<tr>
<th>Condition</th>
<th>Stress</th>
<th>Location</th>
<th>Allowable Stress (ksi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Stress at Transfer and</td>
<td>Tensile</td>
<td>In areas without bonded reinforcement sufficient to</td>
<td>$0.0948\lambda \sqrt{f'_{ct}} \leq 0.2$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>resist the tensile force in the concrete</td>
<td></td>
</tr>
<tr>
<td>Condition</td>
<td>Stress</td>
<td>Location</td>
<td>Allowable Stress (ksi)</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------</td>
<td>--------------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Lifting from Casting Bed</td>
<td></td>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete</td>
<td>0.24\sqrt{f_{ci}'}</td>
</tr>
<tr>
<td>Compressive</td>
<td></td>
<td>All locations</td>
<td>0.65f_{ci}'</td>
</tr>
<tr>
<td>Temporary Stress at Shipping and Erection</td>
<td>Tensile</td>
<td>In areas without bonded reinforcement sufficient to resist the tensile force in the concrete</td>
<td>0.0948\sqrt{f_{ci}'} \leq 0.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete</td>
<td>0.19\sqrt{f_{ci}'}</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In areas with bonded reinforcement sufficient to resist the tensile force in the concrete when shipping at 6% superelevation, without impact</td>
<td>0.24\sqrt{f_{ci}'}</td>
</tr>
<tr>
<td>Compressive</td>
<td></td>
<td>All locations</td>
<td>0.65f_{ci}'</td>
</tr>
<tr>
<td>Final Stresses at Service Load</td>
<td>Tensile</td>
<td>Precompressed tensile zone</td>
<td>0.0</td>
</tr>
<tr>
<td>Compressive</td>
<td></td>
<td>Effective prestress and permanent loads</td>
<td>0.45f_{ci}'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effective prestress, permanent loads and transient (live) loads</td>
<td>0.60f_{ci}'</td>
</tr>
<tr>
<td>Final Stresses at Fatigue Load</td>
<td>Compressive</td>
<td>Fatigue I Load Combination plus one-half effective prestress and permanent loads</td>
<td>0.40f_{ci}'</td>
</tr>
</tbody>
</table>

Variables are as defined in the AASHTO LRFD Bridge Design Specifications.

**6-02.3(25)M Shipping**
The last four paragraphs are deleted and replaced with the following:

Girder lateral stability and stresses during shipping shall be in accordance with Section 6-02.3(25)L1.

If the Contractor elects to assemble spliced prestressed concrete girders into shipping configurations not shown in the Contract documents, the Contractor shall submit a Type 2E Working Drawing analyzing girder lateral stability and concrete stresses in accordance with Section 6-02.3(25)L2 before shipping.
6-02.3(25)N Prestressed Concrete Girder Erection
The second sentence of the first paragraph is revised to read:

The erection plan shall conform to Section 6-02.3(25)L1.

The last paragraph is revised to read:

Stop plates and dowel bars for prestressed concrete girders shall be set with either epoxy grout conforming to Section 9-26.3 or type IV epoxy bonding agent conforming to Section 9-26.1.

6-02.3(25)O Girder to Girder Connections
The second paragraph is revised to read:

Prestressed concrete girders shall be constructed in the following sequence:

1. If required, deflections shall be equalized in accordance with the Contractor’s equalization plan.

2. Any intermediate diaphragms shall be placed and any weld ties shall be welded in accordance with Section 6-03.3(25). Welding ground shall be attached directly to the steel plates being welded when welding the weld-ties.

3. Any keyways between adjacent girders shown in the Plans to receive grout shall be filled flush with the surrounding surfaces using a grout conforming to Section 9-20.3(2).

4. Equalization equipment shall not be removed and other construction equipment shall not be placed on the structure until intermediate diaphragms and keyway grout have attained a minimum compressive strength of 2,500 psi.

6-02.3(26)D2 Test Block Dimensions
The first sentence is revised to read:

The dimensions of the test block perpendicular to the tendon in each direction shall be the smaller of twice the minimum edge distance or the minimum spacing specified by the special anchorage device manufacturer, with the stipulation that the concrete cover over any confining reinforcing steel or supplementary skin reinforcement shall be appropriate for the project-specific application and circumstances.

6-02.3(26)E2 Ducts for External Exposed Installation
In the first paragraph, "ASTM D3350" is revised to read "ASTM D3035".

In the fourth paragraph, "ASTM D3505" is revised to read "ASTM D3035".
6-02.3(26)G  Tensioning
Item number 1 of the second paragraph is revised to read:

1. All concrete has reached a compressive strength of at least 4,000 psi or the strength specified in the Plans. When tensioning takes place prior to 28-day compressive strength testing on concrete sampled in accordance with Section 6-02.3(25)H, compressive strength shall be verified on field cured cylinders in accordance with the FOP for AASHTO T23.

6-02.3(27)A  Use of Self-Consolidating Concrete for Precast Units
Item number 2 of the first paragraph is revised to read:

2. Precast reinforced concrete three-sided structures, box culverts and split box culverts in accordance with Section 7-02.3(6).

Section 6-03, Steel Structures
January 3, 2017

6-03.3(33)  Bolted Connections
In this section, “AASHTO M253” is revised to read “ASTM F3125 Grade A490”, “ASTM F1852” is revised to read “ASTM F3125 Grade F1852”, and “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

In the headings of Table 3, “A 325” is revised to read “ASTM F3125 Grade A325”.

In the headings of Table 3, “M 253” is revised to read “ASTM F3125 Grade A490”.

Section 6-05, Piling
August 1, 2016

In this section, the words “capacity” and “capacities” are replaced with “resistance” and “resistances”, respectively.

6-05.3(1) Piling Terms
The third paragraph is revised to read:

Overdriving – Over-driving of piles occurs when the ultimate bearing resistance calculated from the equation in Section 6-05.3(12), or the wave equation driving criteria if applicable, exceeds the ultimate bearing resistance required in the Contract in order to reach the minimum tip elevation specified in the Contract, or as required by the Engineer.

The first sentence of the last paragraph is revised to read:

Minimum Tip Elevation – The minimum tip elevation is the elevation to which the pile tip shall be driven.

6-05.3(3)A  Casting and Stressing
The last sentence of the third paragraph is revised to read:
If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(5) Manufacture of Steel Piles
This section is supplemented with the following new paragraph:

At least 14-days prior to the start of production of the piling, the Contractor shall advise the Engineer of the production schedule. The Contractor shall give the Inspector safe and free access to the Work. If the Inspector observes any nonspecification Work or unacceptable quality control practices, the Inspector will advise the plant manager. If the corrective action is not acceptable to the Engineer, the piling(s) will be subject to rejection by the Engineer.

6-05.3(9)A Pile Driving Equipment Approval
The first sentence of the second paragraph is revised to read:

The Contractor shall submit Type 2E Working Drawings consisting of a wave equation analysis for all pile driving systems used to drive piling with required maximum driving resistances of greater than 300 tons.

Section 6-07, Painting
August 7, 2017

6-07.3(2) Submittals
This section is revised to read:

The Contractor shall submit a painting plan consisting of one comprehensive submittal including all components described in this Section. The Contractor shall submit Type 2 Working Drawings of the painting plan components.

For shop application of paint, the painting plan shall include the documents and samples listed in Sections 6-07.3(2)B, 6-07.3(2)C, and 6-07.3(2)E.

For field application of paint, the painting plan shall include the documents and samples listed in Section 6-07.3(2)A through 6-07.3(2)F.

6-07.3(2)A Work Force Qualifications Submittal Component
Item number 2 is revised to read:

2. Resumé of qualifications and contact information for the Contractor’s on-site supervisors. Each on-site supervisor shall have 3 years’ minimum of industrial painting field experience with 1 year minimum of field supervisory or management experience in bridge painting projects.

6-07.3(2)D Hazardous Waste Containment, Collection, Testing, and Disposal Submittal Component
This section is revised to read:

The hazardous waste containment, collection, testing, and disposal submittal component of the painting plan shall include the following:
1. Abrasive blasting containment system attachment and support in accordance with Section 6-07.3(10)A, with a complete description of each attachment device.

2. Details of jobsite material storage facilities and containment waste storage facilities, including location, security, and environmental control.

3. Methods and materials used to contain, collect, and dispose of all containment waste and all construction-related waste, including transportation of waste.

4. Details of the containment waste sampling plan conforming to WAC 173-303 for waste designated as dangerous waste or extremely hazardous waste.

5. The name of, and contact information for, the accredited analytical laboratory performing the testing of the containment waste samples in accordance with Section 6-07.3(10)F.

6. Process for tracking the disposal of hazardous waste, including a sample form of the tracking documentation.

7. When a wind speed threshold is specified, a description of the method to lower or withdraw tarps, plastic exterior, and other containment components presenting an exposed face to wind, and the estimated time required to accomplish this action.

8. Provisions for dust and debris collection, ventilation, and auxiliary lighting within the containment system.

6-07.3(2)E Cleaning and Surface Preparation Equipment Submittal Component
This section, including title, is revised to read:

6-07.3(2)E Cleaning and Surface Preparation Submittal Component
The cleaning and surface preparation submittal component of the painting plan shall include the following:

1. Details of the abrasive blast cleaning operation, including:
   a. Description of the abrasive blast cleaning procedure.
   b. Type, manufacturer, and brand of abrasive blast material and all associated additives, including Materials Safety Data Sheets (MSDS).
   c. Description of the abrasive blast cleaning equipment to be used.

6-07.3(3)A Quality Control and Quality Assurance for Shop Application of Paint
In this section, “approved” is revised to read “accepted”.
6-07.3(3)B  Quality Control and Quality Assurance for Field Application of Paint

The first sentence of the first paragraph is revised to read:

For field application of paint, the Contractor shall conduct quality control inspections as required by SSPC-PA 1, using the personnel and the processes outlined in the painting plan.

The second paragraph is revised to read:

A Type 1 Working Drawing consisting of the Contractor’s daily quality control report, signed and dated by the Contractor’s quality control inspector, accompanied by copies of the test results of quality control tests performed on the work covered by the daily quality control report, shall be submitted before the end of the next day’s work shift.

In the third paragraph, “approval” is revised to read “acceptance”.

Item number 2 of the fourth paragraph is deleted.

In the fourth paragraph, items 3, 4 and 5 are renumbered to 2, 3 and 4, respectively.

6-07.3(9)F  Shop Surface Cleaning and Preparation

In the first sentence, “approved” is revised to read “accepted”.

6-07.3(9)G  Application of Shop Primer Coat

In the first sentence of the first paragraph, “approval” is revised to read “acceptance”.

The last sentence of the first paragraph is revised to read:

Primer shall be applied with the spray nozzles and pressures recommended by the manufacturer of the paint system, to attain the film thicknesses specified.

In the third paragraph, the first sentence is revised to read:

The Contractor shall provide access to the steel to permit inspection by the Engineer.

6-07.3(9)I  Application of Field Coatings

The following new paragraph is inserted before to the first paragraph:

An on-site supervisor shall be present for each work shift at the bridge site.

In the fourth paragraph (after the preceding Amendment is applied), “approved” is deleted from the first sentence.

The first sentence of the last paragraph is revised to read:

All paint damage that occurs shall be repaired in accordance with the manufacturer’s written recommendations.
6-07.3(10)A Containment
The first four paragraphs are deleted and replaced with the following three paragraphs:

The containment system shall be in accordance with SSPC Technology Guide No. 6, Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations Class 1. The containment system shall fully enclose the steel to be painted and not allow any material to escape the containment system. The Contractor shall protect the surrounding environment from all debris or damage resulting from the Contractor’s operations.

Except as otherwise specified in the Contract, the containment length shall not exceed the length of a span (defined as pier to pier). The containment system shall not cause any damage to the existing structure. Attachment devices shall not mark or otherwise damage the steel member to which they are attached. Field-welding of attachments to the existing structure will not be allowed. The Contractor shall not drill holes into the existing structure or through existing structural members except as shown in the Contractor’s painting plan Working Drawing submittal.

Emissions shall be assessed by Visible Emission Observations (Method A) in SSPC Technology Update No. 7 Section 6.2 and shall be limited to the Level A Acceptance Criteria Option Level 0 Emissions standard. If visible emissions occur or if failure to the containment system occurs or if signs of failure to the containment system are present, the Contractor shall stop work immediately. Work shall not resume until the failure has been corrected to the satisfaction of the Engineer.

6-07.3(10)B Bird Guano, Fungus, and Vegetation Removal
The last paragraph is revised to read:

Bird guano, bird nesting materials, fungus, and vegetative growth shall be disposed of at a land disposal site accepted by the Engineer. The Contractor shall submit a Type 1 Working Drawing consisting of a copy of the disposal receipt, which shall include a description of the disposed material.

6-07.3(10)C Dry Cleaning
This section is revised to read:

Dry cleaning shall include removal of accumulated dirt and debris on the surfaces to be painted. Collected dirt and debris shall be disposed of at a land disposal site accepted by the Engineer. The Contractor shall submit a Type 1 Working Drawing consisting of a copy of the disposal receipt, which shall include a description of the disposed material.

6-07.3(10)D Surface Preparation Prior to Overcoat Painting
The second paragraph is revised to read:

Following any preparation by SSPC-SP1, all steel surfaces to be painted shall be prepared in accordance with SSPC-SP 7, brush-off blast cleaning. Surfaces inaccessible to brush-off blast shall be prepared in accordance with SSPC-SP 15, commercial grade power tool cleaning, as allowed by the Engineer.
Following brush-off blast cleaning, the Contractor shall perform spot abrasive blast cleaning in accordance with SSPC-SP 6, commercial blast cleaning.

In the fifth sentence of the third paragraph, “approved” is revised to read “accepted”.

The second sentence of the last paragraph is deleted.

**6-07.3(10)F Collecting, Testing, and Disposal of Containment Waste**

The third, fourth and fifth paragraphs are deleted and replaced with the following two new paragraphs:

Containment waste is defined as all paint chips and debris removed from the steel surface and all abrasive blast media, as contained by the containment system. After all waste from the containment system has been collected, the Contractor shall collect representative samples of the components that field screening indicates are lead-contaminated material. The Contractor shall collect at least one representative sample from each container. The Contractor may choose to collect a composite sample of each container, but the composite sample must consist of several collection points (a minimum of 3 random samples) that are representative of the entire contents of the container and representative of the characteristics of the type of waste in the container. In accordance with WAC 173–303-040, a representative sample means “a sample which can be expected to exhibit the average properties of the sample source.”

The debris shall be tested for metals using the Toxicity Characteristics Leaching Procedure (TCLP) and EPA Methods 1311 and 6010. At a minimum, the materials should be analyzed for the Resource Conservation and Recovery Act (RCRA) 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). Pursuant to the Dangerous Waste (DW) Regulations Chapter 173-303-90(8)(c) WAC, “Any waste that contains contaminants which occur at concentrations at or above the DW threshold must be designated as DW.” All material within each individual container or containment system that designates as DW shall be disposed of at a legally permitted Subtitle C Hazardous Waste Landfill. All material within each individual container or containment system that designate below the DW threshold, will be designated as “Solid Waste” and shall be disposed of at a legally permitted Subtitle D Landfill. Disposal shall be in accordance with WAC 173-303 for waste designated “Dangerous Waste” and pursuant to WAC 173-350 for waste designated as “Solid Waste”.

The first sentence of the fifth to last paragraph is revised to read:

The Contractor shall submit a Type 1 Working Drawing consisting of two copies of the transmittal documents or bill of lading listing the waste material shipped from the construction site to the waste disposal site.

**6-07.3(10)G Treatment of Pack Rust and Gaps**

In this section, “approved by the Engineer” is revised to read “accepted by the Engineer”.

**6-07.3(10)H Paint System**

In the last paragraph, “approved” is revised to read “allowed”.

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AMENDMENTS TO THE 2016 STANDARD SPECIFICATIONS BOOK
Revised: 8/7/17
6-07.3(10)I Paint Color
In the last sentence, “approved” is revised to read “allowed”.

6-07.3(10)J Mixing and Thinning Paint
In the third paragraph, “approved” is revised to read “allowed”.

6-07.3(10)O Applying Field Coatings
The following new paragraph is inserted before the first paragraph:

An on-site supervisor shall be present for each work shift at the bridge site.

In the sixth paragraph (after the preceding Amendment is applied), “approved” and “approval” are revised to read “accepted” and “acceptance”, respectively.

In the seventh paragraph (after the preceding Amendment is applied), “approval” is revised to read “concurrence”.

The second sentence of the last paragraph is revised to read:

Any plank removal or cutting shall be done with the concurrence of the Engineer.

6-07.3(10)P Field Coating Repair
In the second to last sentence, “approved” is revised to read “accepted”.
The last sentence is deleted.

6-07.3(11)A Painting of Galvanized Surfaces
In the last sentence, “approval” is revised to read “acceptance”.

6-07.5 Payment
The following new paragraph is inserted after the paragraph following the Bid item “Cleaning and Painting – _____”, lump sum:

When a weather station is specified, all costs in connection with furnishing, installing, operating, and removing the weather station, including furnishing mounting hardware and repeaters, accessories and wireless display console units, processing and submitting daily weather data reports, maintenance and upkeep, shall be included in the lump sum Contract price for “Cleaning And Painting – _____”.

Section 6-08, Waterproofing
January 3, 2017

This section and all subsections, including title, is revised to read:

6-08 Bituminous Surfacing on Structure Decks
6-08.1 Description
This Work consists of removing and placing Hot Mix Asphalt (HMA) or Bituminous Surface Treatment (BST) directly on or over a Structure. This Work also includes performing concrete bridge deck repair, applying waterproofing membrane, and sealing paving joints.
6-08.2 Materials
Materials shall meet the requirements of the following sections:

- Bituminous Surface Treatment 5-02.2
- Hot Mix Asphalt 5-04.2
- Joint Sealants 9-04.2
- Closed Cell Foam Backer Rod 9-04.2(3)A
- Waterproofing Membrane (Deck Seal) 9-11
- Bridge Deck Repair Material 9-20.5

6-08.3 Construction Requirements

6-08.3(1) Definitions

Adjusted Removal Depth – the Bituminous Pavement removal depth specified by the Engineer to supersede the Design Removal Depth after review of the Contractor survey of the existing Bituminous Pavement grade profile.

Bituminous Pavement – the surfacing material containing an asphalt binder.

Design Removal Depth – the value shown in the "pavement schedule" or elsewhere in the Plans to indicate the design thickness of Bituminous Pavement to be removed.

Final Grade Profile – the compacted finished grade surface of completed Bituminous Pavement surfacing consisting of a vertical profile and superelevation cross-slope, developed by the Engineer for Grade Controlled Structure Decks based on the Contractor survey.

Grade Controlled – a Structure Deck requiring restriction of Bituminous Pavement work, including restriction of pavement removal methods and restriction of overlay pavement thicknesses.

Structure Deck – the bridge deck (concrete or timber), bridge approach slab, top of concrete box culvert, or other concrete surfaces over or upon which existing Bituminous Pavement is removed and new Bituminous Pavement is applied.

6-08.3(2) Contractor Survey for Grade Controlled Structure Decks
Prior to removing existing Bituminous Pavement from a Grade Controlled Structure Deck, the Contractor shall complete a survey of the existing surface for use in establishing the existing cross section and grade profile elevations. When removal of Bituminous Pavement is to be achieved by rotary milling/planing, the Contractor's survey shall also include the depths of the existing surfacing at each survey point.

The Contractor is responsible for all calculations, surveying, installation of control points, and measuring required for setting, maintaining and resetting equipment and materials necessary for the construction of the overlay to the Final Grade Profile.
6-08.3(2)A Survey Requirements
The Contractor shall establish at least two primary survey control points for controlling actual Bituminous Pavement removal depth and the Final Grade Profile. Horizontal control shall be by station and offset which shall be tied to either the Roadway centerline or the Structure centerline. Vertical control may be an assumed datum established by the Contractor.

Primary control points shall be described by station or milepost and offset on the baseline selected by the Contractor. The Contractor may expand the survey control information to include secondary horizontal and vertical control points as needed for the project.

Survey information collected shall include station or milepost, offset, and elevation for each lane line and curb line. Survey information shall be collected at even 20 foot station intervals, and along the centerline of each bridge expansion joint. The survey shall extend 300'-0" beyond the bridge back of pavement seat or end of Structure Deck. The survey information shall include the top of Bituminous Pavement elevation and, when rotary milling/planing equipment is used, the corresponding depth of Bituminous Pavement to the Structure Deck. The Contractor shall ensure a surveying accuracy to within ± 0.01 feet for vertical control and ± 0.2 feet for horizontal control.

Voids in HMA created by the Contractor’s Bituminous Pavement depth measurements shall be filled by material conforming to Section 9-20 or another material acceptable to the Engineer.

6-08.3(2)B Survey Submittal
The Contractor's survey records shall include descriptions of all survey control points including station/milepost, offset, and elevations of all secondary control points. The Contractor shall maintain survey records of sufficient detail to allow the survey to be reproduced. The Contractor shall submit a Type 2 Working Drawing consisting of the compiled survey records and information. Survey data shall be submitted as an electronic file in Microsoft Excel format.

6-08.3(2)C Final Grade Profile and Adjusted Removal Depth
Based on the results of the survey, the Engineer may develop a Final Grade Profile and Adjusted Removal Depth. If they are developed, the Final Grade Profile and Adjusted Removal Depth will be provided to the Contractor within three working days after receiving the Contractor's survey information. When provided, the Adjusted Removal Depth supersedes the Design Removal Depth to become the Bituminous Pavement removal depth for that Structure Deck.

6-08.3(3) General Bituminous Pavement Removal Requirements
The Contractor shall remove Bituminous Pavement and associated deck repair material from Structure Decks to the horizontal limits shown in the Plans and to either the specified or adjusted Bituminous Pavement removal depth as applicable.
Removal of Bituminous Pavement within 12-inches of existing permanent features that limit the reach of the machine or the edge of the following items shall be by hand or by hand operated (nominal 30-pounds class) power tools: existing bridge expansion joint headers; steel expansion joint assemblies; concrete butt joints between back of pavement seats and bridge approach slabs, bridge drain assemblies; thrie beam post steel anchorage assemblies fastened to the side or top of the Structure Deck.

When removing Bituminous Pavement with a planer, Section 5-04.3(14) shall apply. If the planer contacts the Structure Deck in excess of the specified planing depth tolerance, or contacts steel reinforcing bars at any time, the Contractor shall immediately cease planing operations and notify the Engineer. Planing operations shall not resume until completion of the appropriate adjustments to the planing machine and receiving the Engineer’s concurrence to resume.

6-08.3(4) Partial Depth Removal of Bituminous Pavement from Structure Decks
The depth of surfacing removal, as measured to the bottom of the lowest milling groove generated by the rotary milling/planing machine shall be +0.01, -0.02-feet of the specified or Adjusted Removal Depth as applicable.

6-08.3(5) Full Depth Removal of Bituminous Pavement from Structure Decks

6-08.3(5)A Method of Removal
The Contractor shall perform full depth removal by a method that does not damage or remove the Structure Deck in excess of the specified Bituminous Pavement removal tolerance. The Contractor shall submit a Type 2 Working Drawing consisting of the proposed methods and equipment to be used for full depth removal.

6-08.3(5)B Planer Requirements for Full Depth Removal
The final planed surface shall have a finished surface with a tolerance of +0.01, -0.02 feet within the planed surface profile, as measured from a 10-foot straight edge. Multiple passes of planing to achieve smoothness will not be allowed.

In addition to Section 6-08.3(3), the planing equipment shall conform to the following additional requirements:

1. The cutting tooth spacing on the rotary milling head shall be less than or equal to ¼ inch.

2. The rotary milling/planing machine shall have cutting teeth that leave a uniform plane surface at all times. All teeth on the mill head shall be kept at a maximum differential tolerance of ¼-inch between the shortest and longest tooth, as measured by a straight edge placed the full width of the rotary milling head.

3. Cutting tips shall be replaced when 30 percent of the total length of the cutting tip material remains.
Prior to each day’s Bituminous Pavement removal operations, the Contractor shall confirm to the satisfaction of the Engineer that the rotary head cutting teeth are within the specified tolerances.

6-08.3(5)C Structure Deck Cleanup after Bituminous Pavement Removal
Waterproofing membrane that is loose or otherwise not firmly bonded to the Structure Deck shall be removed as an incidental component of the Work of surfacing removal. Existing waterproofing membrane bonded to the Structure Deck need not be removed.

6-08.3(6) Repair of Damage due to Bituminous Pavement Removal Operations
All concrete bridge deck, pavement seat, and steel reinforcing bar damage due to the Contractor’s surfacing removal operations shall be repaired by the Contractor in accordance with Section 1-07.13, and as specified below.

Damaged concrete in excess of the specified Bituminous Pavement removal tolerance shall be repaired in accordance with Section 6-08.3(7), with the bridge deck repair material placed to the level of the surrounding bridge deck and parallel to the final grade paving profile.

Damaged steel reinforcing bar shall be repaired as follows:

1. Damage to steel reinforcing bar resulting in a section loss less than 20-percent of the bar with no damage to the surrounding concrete shall be left in place and shall be repaired by removing the concrete to a depth ¾-inches around the top steel reinforcing bar and placing bridge deck repair material accepted by the Engineer to the level of the bridge deck and parallel to the final grade paving profile.

2. Damage to steel reinforcing bar resulting in a section loss of 20-percent or more in one location, bars partially or completely removed from the bridge deck, or where there is a lack of bond to the concrete, shall be repaired by removing the adjacent concrete and splicing a new bar of the same size. Concrete shall be removed to provide a ¾-inch minimum clearance around the bars. The splice bars shall extend a minimum of 40 bar diameters beyond each end of the damage.

6-08.3(7) Concrete Deck Repair
This Work consists of repairing the concrete deck after Bituminous Pavement has been removed.

6-08.3(7)A Concrete Deck Preparation
The Contractor, with the Engineer, shall inspect the exposed concrete deck to establish the extent of bridge deck repair in accordance with Section 6-09.3(6), except item 4 in Section 6-09.3(6) does not apply. Areas of Structure Deck left with existing well bonded waterproof
membrane after full depth Bituminous Pavement removal are exempt from this inspection requirement.

All loose and unsound concrete within the repair area shall be removed with jackhammers or chipping hammers no more forceful than the nominal 30 pounds class, or other mechanical means acceptable to the Engineer, and operated at angles less than 45 degrees as measured from the surface of the deck to the tool. If unsound concrete exists around the existing steel reinforcing bars, or if the bond between concrete and steel reinforcing bar is broken, the Contractor shall remove the concrete to provide a ¾ inch minimum clearance to the bar. The Contractor shall take care to prevent damage to the existing steel reinforcing bars and concrete to remain.

After removing sufficient concrete to establish the limits of the repair area, the Contractor shall make ¾ inch deep vertical saw cuts and maintain square edges at the boundaries of the repair area. The exposed steel reinforcing bars and concrete in the repair area shall be abrasive blasted and blown clean just prior to placing the bridge deck repair material.

6-08.3(7)B Ultra-Low Viscosity, Two-Part Liquid, Polyurethane-Hybrid Polymer Concrete
The ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete shall be mixed in accordance with the manufacturer's recommendations.

Aggregate shall conform to the gradation limit requirements recommended by the manufacturer. The aggregate and the ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete shall be applied to the repair areas in accordance with the sequence and procedure recommended by the manufacturer.

All repairs shall be float finished flush with the surrounding surface within a tolerance of ¼ inch of a straight edge placed across the full width and breadth of the repair area.

6-08.3(7)C Pre-Packaged Cement Based Repair Mortar
The Contractor shall mix the pre-packaged cement based repair mortar using equipment, materials and proportions, batch sizes, and process as recommended by the manufacturer.

All repairs shall be float finished flush with the surrounding surface within a tolerance of ¼ inch of a straight edge placed across the full width and breadth of the repair area.

6-08.3(7)D Cure
All bridge deck repair areas shall be cured in accordance with the manufacturer's recommendations and attain a minimum compressive strength of 2,500 psi before allowing vehicular and foot traffic on the repair and placing waterproofing membrane on the bridge deck over the repair.
6-08.3(8) Waterproof Membrane for Structure Decks
This work consists of furnishing and placing a waterproof sheet membrane system over a prepared Structure Deck prior to placing an HMA overlay. The waterproof membrane system shall consist of a sheet membrane adhered to the Structure Deck with a primer.

The Contractor shall comply with all membrane manufacturer’s installation recommendations.

6-08.3(8)A Structure Deck Preparation
The Structure Deck and ambient air temperatures shall be above 50°F and the Structure Deck shall be surface-dry at the time of the application of the primer and membrane.

All areas of a Structure Deck that have fresh cast bridge deck concrete less than 28 days old (not including bridge deck repair concrete placed in accordance with Section 6-08.3(7)) shall cure for a period of time recommended by the membrane manufacturer, or as specified by the Engineer, before application of the membrane.

The entire Structure Deck and the sides of the curb and expansion joint headers to the height of the HMA overlay shall be free of all foreign material such as dirt, grease, etc. Prior to applying the primer or sheet membrane, all dust and loose material shall be removed from the Structure Deck with compressed air. All surface defects such as spalled areas, cracks, protrusions, holes, sharp edges, ridges, etc., and other surface imperfections greater than ¼ inch in width shall be corrected prior to application of the membrane.

6-08.3(8)B Applying Primer
The primer shall be applied to the cleaned deck surfaces at the rate according to the procedure recommended by the membrane manufacturer. All surfaces to be covered by the membrane shall be thoroughly and uniformly coated with primer. Structure Deck areas left with existing well bonded waterproof membrane after bituminous surfacing removal shall receive an application of primer in accordance with the membrane manufacturer’s recommendations. Precautionary measures shall be taken to ensure that pools and thick layers of primer are not left on the deck surface. The membrane shall not be applied until the primer has cured or volatile material has substantially dissipated, in accordance with the membrane manufacturer’s recommendations.

The primer and waterproof membrane shall extend from the bridge deck up onto the curb face and expansion joint header face the thickness of the HMA overlay. The membrane shall adhere to the vertical surface.

6-08.3(8)C Placing Waterproof Membrane
Membrane application shall begin at the low point on the deck, and continue in a lapped shingle pattern. The overlap shall be a minimum of six inches or greater if recommended by the membrane manufacturer.
Membrane seams shall be sealed as recommended by the membrane manufacturer. Hand rollers or similar tools shall be used on the applied membrane to assure firm and uniform contact with the primed Structure surfaces.

The fabric shall be neatly cut and contoured at all expansion joints and drains. The cuts at bridge drains shall be two right angle cuts made to the inside diameter of the bridge deck drain outlet, after which the corners of the waterproof membrane shall be turned down into the drains and laid in a coating of primer.

6-08.3(8)D Membrane Repair and Protection
The waterproof membrane will be visually inspected by the Engineer for uniformity, tears, punctures, bonding, bubbles, wrinkles, voids and other defects. All such deficiencies shall be repaired in accordance with the membrane manufacturer’s recommendations prior to placement of the HMA overlay.

The membrane material shall be protected from damage due to the paving operations in accordance with the membrane manufacturer’s recommendations. No traffic or equipment except that required for the actual waterproofing and paving operations will be permitted to travel or rest on the membrane until it is covered by the HMA overlay. The use of windrows is not allowed for laydown of HMA on a membrane.

Where waterproofing membrane is placed in stages or applied at different times, a strip of temporary paper shall be used to protect the membrane overlap from the HMA hand removal methods.

6-08.3(9) Placing Bituminous Pavement on Structure Decks
HMA overlay shall be applied on Grade Controlled Structure Decks using reference lines for vertical control in accordance with Section 5-04.3(3)C.

The compacted elevation of the HMA overlay on Structure Decks shall be within ± 0.02 feet of the specified overlay thickness or Final Grade Profile as applicable. Deviations from the final grade paving profile in excess of the specified tolerance and areas of non-conforming surface smoothness shall be corrected in accordance with Section 5-04.3(13).

Final grade Roadway transitions to a Structure Deck with Bituminous Pavement shall not exceed a 0.20 percent change in grade in accordance with the bridge deck transition for HMA overlay Standard Plan, unless shown otherwise in the Plans.

Final grade compacted HMA elevations shall be higher than an adjacent concrete edge by ¼ inch ± ⅛ inch at all expansion joint headers and concrete butt joints as shown in the concrete to asphalt butt joint details of the bridge paving joint seals Standard Plan. This also applies to steel edges within the limits of the overlay such as bridge drain frames and steel joint riser bars at bridge expansion joints.
6-08.3(9)A Protection of Structure Attachments and Embedments
The Contractor is responsible for protecting all Structure attachments and embeddings from the application of BST and HMA.

Drainage inlets that are to remain open, and expansion joints, shall be cleaned out immediately after paving is completed. Materials passing through expansion joints shall be removed from the bridge within 10 working days.

All costs incurred by the Contractor in protective measures and clean up shall be included in the unit Contract prices for the associated Bid items of Work.

6-08.3(10) HMA Compaction on Structure Decks
Compaction of HMA on Structure Decks shall be in accordance with Section 5-04.3(10).

Work rejected in accordance with Section 5-04.3(11) shall include the materials, work, and incidentals to repair an existing waterproof membrane damaged by the removal of the rejected work.

6-08.3(11) Paved Panel Joint Seals and HMA Sawcut and Seal
Bridge paving joint seals shall be installed in accordance with Section 5-04.3(12)B and the details shown in the Plans and Standard Plans.

When concrete joints are exposed after removal of Bituminous Pavement, the joints shall be cleaned and sealed in accordance with Section 5-01.3(8) and the paved panel joint seal details of the bridge paving joint seals Standard Plan, including placement of the closed cell backer rod at the base of the cleaned joint. If waterproofing membrane is required, the membrane shall be slack or folded at the concrete joint to allow for Structure movements without stress to the membrane. After placement of the HMA overlay, the second phase of the paved panel joint seal shall be completed by sawing the HMA and sealing the sawn joint in accordance with Section 5-04.3(12)B2.

6-08.4 Measurement
Removing existing Bituminous Pavement from Structure Decks will be measured by the square yard of Structure Deck surface area with removed overlay.

Bridge deck repair will be measured by the square foot surface area of deck concrete removed with the measurement taken at the plane of the top mat of steel reinforcing bars.

Waterproof membrane will be measured by the square yard surface area of Structure Deck and curb and header surface area covered by membrane.

6-08.5 Payment
Payment will be made for each of the following Bid items when they are included in the Proposal:

“Structure Surveying”, lump sum.
“Removing Existing Overlay From Bridge Deck___”, per square yard.
The unit Contract price per square yard for "Removing Existing Overlay From Bridge Deck___", shall be full pay for performing the Work as specified for full removal of Bituminous Pavement on Structure Decks, including the removal of existing waterproof membrane and disposing of materials.

“Bridge Deck Repair Br. No.___”, per square foot.
The unit Contract price per square foot for "Bridge Deck Repair Br. No.___" shall be full pay for performing the Work as specified, including removing and disposing of the concrete within the repair area and furnishing, placing, finishing, and curing the repair concrete.

“Waterproof Membrane Br. No.___”, per square yard.
The unit Contract price per square yard for "Waterproof Membrane Br. No.___" shall be full pay for performing the Work as specified, including repairing any damaged or defective waterproofing membrane and repair of damaged HMA overlay.

Section 6-09, Modified Concrete Overlays
April 4, 2016

6-09.3(8)A Quality Assurance for Microsilica Modified and Fly Ash Modified Concrete Overlays
The first sentence of the first paragraph is revised to read the following two new sentences:

   The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The last paragraph is deleted.

6-09.3(8)B Quality Assurance for Latex Modified Concrete Overlays
The first two paragraphs are deleted and replaced with the following:

   The Engineer will perform slump, temperature, and entrained air tests for acceptance in accordance with Section 6-02.3(5)D and as specified in this Section after the Contractor has turned over the concrete for acceptance testing. The Engineer will perform testing as the concrete is being placed. Samples shall be taken on the first charge through each mobile mixer and every other charge thereafter. The sample shall be taken after the first 2 minutes of continuous mixer operation. Concrete samples for testing shall be supplied to the Engineer in accordance with Section 6-02.3(5)E.

The second to last sentence of the last paragraph is revised to read:

   Recommendations made by the technical representative on or off the jobsite shall be adhered to by the Contractor. 
Section 6-10, Concrete Barrier
August 7, 2017

6-10.3(5) Temporary Concrete Barrier
This section title is revised to read:

Temporary Barrier

The first paragraph is revised to read:

For temporary barrier, the Contractor may use precast concrete barrier or temporary steel barrier. Temporary concrete barrier shall comply with Standard Plan requirements and cross-sectional dimensions, except that: (1) it may be made in other lengths than those shown in the Standard Plan, and (2) it may have permanent lifting holes no larger than 4 inches in diameter or lifting loops. Temporary steel barrier shall be certified that it meets the requirements of NCHRP 350 or MASH Test Level 3 or 4 and shall be installed in accordance with the manufacturer’s recommendations.

6-10.4 Measurement
The first sentence of the second paragraph is revised to read:

Temporary barrier will be measured by the linear foot along the completed line and slope of the barrier, one time only for each setup of barrier protected area.

6-10.5 Payment
The Bid item “Temporary Conc. Barrier”, per linear foot, and the paragraph following this Bid item, is revised to read:

“Temporary Barrier”, per linear foot.

The unit Contract price per linear foot for “Temporary Barrier” shall be full pay for all costs, including furnishing, installing, connecting, anchoring, maintaining, temporary storage, and final removal of the temporary barrier.

Section 6-12, Noise Barrier Walls
January 3, 2017

6-12.3(9) Access Doors and Concrete Landing Pads
The first sentence of the last paragraph is revised to read:

The Contractor shall construct concrete landing pads for each access door location as shown in the Plans.

6-12.5 Payment
In the paragraph following the bid item “Noise Barrier Wall Access Door”, per each, “concrete landing pad” is revised to read “concrete landing pads”.
Section 6-14, Geosynthetic Retaining Walls
January 3, 2017

6-14.3(2) Submittals
The first sentence of the first paragraph is revised to read:

The Contractor shall submit Type 2E Working Drawings consisting of detailed plans for each wall.

6-14.5 Payment
The bid item “Concrete Fascia Panel”, per square foot, and the paragraph following this bid item are revised to read:

“Concrete Fascia Panel For Geosynthetic Wall”, per square foot.

All costs in connection with constructing the concrete fascia panels as specified shall be included in the unit Contract price per square foot for “Concrete Fascia Panel For Geosynthetic Wall”, including all steel reinforcing bars, premolded joint filler, polyethylene bond breaker strip, joint sealant, PVC pipe for weep holes, exterior surface finish, and pigmented sealer (when specified), constructing and placing the concrete footing, edge beam, anchor beam, anchor rod assembly, and backfill.

Section 6-19, Shafts
January 3, 2017

6-19.3 Construction Requirements
This section is supplemented with the following new subsection:

6-19.3(10) Engineer’s Final Acceptance of Shafts
The Engineer will determine final acceptance of each shaft, based on the nondestructive QA test results and analysis for the tested shafts, and will provide a response to the Contractor within 3 working days after receiving the test results and analysis submittal.

6-19.3(1)B Nondestructive Testing of Shafts
This section’s content is deleted and replaced with the following new subsections:

6-19.3(1)B1 Nondestructive Quality Assurance (QA) Testing of Shafts
Unless otherwise specified in the Special Provisions, the Contractor shall perform nondestructive QA testing of shafts, except for those constructed completely in the dry. Either crosshole sonic log (CSL) testing in accordance with ASTM D 6760 or thermal integrity profiling (TIP) testing in accordance with ASTM D 7949 shall be used.

6-19.3(1)B2 Nondestructive Quality Verification (QV) Testing of Shafts
The Contracting Agency may perform QV nondestructive testing of shafts that have been QA tested by the Contractor. The Contracting Agency may test up to ten percent of the shafts. The Engineer will identify the shafts selected for QV testing and the testing method the Contracting Agency will use.

The Contractor shall accommodate the Contracting Agency’s nondestructive testing.
6-19.3(2) Shaft Construction Submittal

This section is revised to read:

The shaft construction submittal shall be comprised of the following four components: construction experience; shaft installation narrative; shaft slurry technical assistance; and nondestructive QA testing personnel. The submittals shall be Type 2 Working Drawings, except the shaft slurry technical assistance and nondestructive QA testing personnel submittals shall be Type 1.

This section is supplemented with the following new subsection:

6-19.3(2)D Nondestructive QA Testing Organization and Personnel

The Contractor shall submit the names of the testing organizations, and the names of the personnel who will conduct nondestructive QA testing of shafts. The submittal shall include documentation that the qualifications specified below are satisfied. For TIP testing, the testing organization is the group that performs the data analysis and produces the final report. The testing organizations and the testing personnel shall meet the following minimum qualifications:

1. The testing organization shall have performed nondestructive tests on a minimum of three deep foundation projects in the last two years.

2. Personnel conducting the tests for the testing organization shall have a minimum of one year experience in nondestructive testing and interpretation.

3. The experience requirements for the organization and personnel shall be consistent with the testing methods the Contractor has selected for nondestructive testing of shafts.

4. Personnel preparing test reports shall be a Professional Engineers, licensed under Title 18 RCW, State of Washington, and in accordance with WAC 196-23-020.

6-19.3(3) Shaft Excavation

The second paragraph is revised to read:

Shaft excavation shall not be started until the Contractor has received the Engineer’s acceptance for the reinforcing steel centralizers required when the casing is to be pulled during concrete placement.

This section is supplemented with the following:

Except as otherwise noted, the Contractor shall not commence subsequent shaft excavations until receiving the Engineer’s acceptance of the first shaft, based on the results and analysis of the nondestructive testing for the first shaft. The Contractor may commence subsequent shaft excavations prior to receiving the Engineer’s acceptance of the first shaft, provided the following condition is satisfied:

The Engineer permits continuing with shaft construction based on the Engineer’s observations of the construction of the first shaft, including, but not limited to,
conformance to the shaft installation narrative in accordance with Section 6-19.3(2)B, and the Engineer’s review of Contractor’s daily reports and Inspector’s daily logs concerning excavation, steel reinforcing bar placement, and concrete placement.

6-19.3(5)B Steel Reinforcing Bar Cage Centralizers
This section is supplemented with the following new sentence:

The Contractor shall furnish and install additional centralizers as required to maintain the specified concrete cover throughout the length of the shaft.

6-19.3(5)C Concrete Cover Over Steel Reinforcing Bars
In the table, the second column (including heading) is revised to read:

<table>
<thead>
<tr>
<th>Minimum Concrete Cover, and Concrete Cover Tolerance, Except at Permanent Slip Casing (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3, -1½</td>
</tr>
<tr>
<td>4, -2</td>
</tr>
<tr>
<td>4, -2</td>
</tr>
<tr>
<td>6, -3</td>
</tr>
</tbody>
</table>

The following new paragraph is inserted after the table:

The concrete cover tolerances specified above apply to the concrete cover specified in the Plans, even if it exceeds the minimum concrete cover.

6-19.3(6) Access Tubes for Crosshole Sonic Log (CSL) Testing
This section title is revised to read:

6-19.3(6) Contractor Furnished Accessories for Nondestructive QA Testing

This section is supplemented with the following three new subsections:

6-19.3(6)D Shafts Requiring Thermal Wire
The Contractor shall furnish and install thermal wire in all shafts receiving the thermal wire method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)E Thermal Wire and Thermal Access Points (TAPs)
The thermal wire and associated couplers shall be obtained from the source specified in the Special Provisions.

The Contractor shall securely attach the thermal wire to the interior of the reinforcement cage of the shaft in conformance with the supplier’s instructions. At a minimum, one thermal wire shall be furnished and installed for each foot of shaft diameter, rounded to the nearest whole number, as shown in the Plans. The number of thermal wires for shaft diameters specified as "X feet 6 inches" shall be rounded up to the next higher whole number. The thermal wires shall be placed around the shaft, inside the spiral or hoop reinforcement, and tied to the vertical reinforcement with plastic "zip" ties at a maximum spacing of 2-feet. Steel tie wire shall not be used.
The thermal wire shall be installed in straight alignment and taut, but with enough slack to not be damaged during reinforcing cage lofting. The wires shall be as near to parallel to the vertical axis of the reinforcement cage as possible. The thermal wire shall extend from the bottom of the reinforcement cage to the top of the shaft, with 15-feet of slack wire provided above the top of shaft. Care shall be taken to prevent damaging the thermal wires during reinforcement cage installation and concrete placement operations in the shaft excavation.

After completing shaft reinforcement cage fabrication at the site and prior to installation of the cage into the shaft excavation, the Contractor shall install and connect thermal access points (TAPs) to the thermal wires. The TAPs shall record data for at least one hour after the cage is placed in the excavation to measure the slurry temperature and enable the steel and slurry temperatures to equilibrate prior to placing concrete in the shaft. The TAPs shall record and store data every 15 minutes. The TAPs shall remain active for a minimum of 36 hours.

Prior to beginning concrete placement the TAPs shall be checked to ensure they are recording data and that the wires have not been damaged. If a TAP unit is not functioning due to a damaged wire, the Contractor shall repair or replace the wire. If a TAP unit fails or a wire breaks after concrete placement has started, the Contractor shall not stop the concrete placement operation to repair the wire.

6-19.3(6)F Use of Access Tubes for TIP Testing Under the Thermal Probe Method
The Contractor may use access tubes for TIP testing under the thermal probe method. Access tubes shall be cared for in accordance with Section 6-19.3(6)C. Prior to TIP testing under the thermal probe method, the water in each tube shall be removed, collected, and stored in an insulated container. The access tube shall be blown dry and swabbed to remove residual water. After TIP testing, the collected and stored tube water shall be introduced back into the access tube. New potable water may be used, provided the water temperature is not more than 10°F cooler than the average concrete temperature measured by the probe.

6-19.3(6)A Shafts Requiring CSL Access Tubes
This section, including title, is revised to read:

6-19.3(6)A Shafts Requiring Access Tubes
The Contractor shall furnish and install access tubes in all shafts receiving CSL testing or the thermal probe method of TIP testing, except as otherwise noted in Section 6-19.3(1)B1.

6-19.3(6)B Orientation and Assembly of the CSL Access Tubes
This section’s title is revised to read:

6-19.3(6)B Orientation and Assembly of the Access Tubes

6-19.3(6)C Care for CSL Access Tubes from Erection through CSL Testing
This section’s title is revised to read:

6-19.3(6)C Care for Access Tubes from Erection Through Nondestructive QA Testing
The second sentence is revised to read:

The Contractor shall keep all of a shaft’s access tubes full of water through the completion of nondestructive QA testing of that shaft.

6-19.3(7)A  Concrete Class for Shaft Concrete
This section is revised to read:

Shaft concrete shall be Class 5000P conforming to Section 6-02.

6-19.3(7)B  Concrete Placement Requirements
The last sentence of the last paragraph is revised to read:

The Section 6-02.3(6) restriction for 5 feet maximum free fall shall not apply to placement of concrete into a shaft.

6-19.3(7)I  Requirements for Placing Concrete Above the Top of Shaft
This section is revised to read:

Concrete shall not be placed above the top of shaft (for column splice zones, columns, footings, or shaft caps) until the Contractor receives the Engineer’s acceptance of nondestructive QA testing, if performed at that shaft, and acceptance of the shaft.

6-19.3(9)  Nondestructive Testing of Shafts (Crosshole Sonic Log (CSL) Testing)
This section, including title, is revised to read:

6-19.3(9)  Nondestructive QA Testing of Shafts
The Contractor shall provide nondestructive QA testing and analysis on all shafts with access tubes or thermal wires and TAPs facilitating the testing (See Section 6-19.3(1)B). The testing and analysis shall be performed by the testing organizations identified by the Contractor’s submittal in accordance with Section 6-19.3(2)D.

The Engineer may direct that additional testing be performed at a shaft if anomalies or a soft bottom are detected by the Contractor’s testing. If additional testing at a shaft confirms the presence of a defect(s) in the shaft, the testing costs and the delay costs resulting from the additional testing shall be borne by the Contractor in accordance with Section 1-05.6. If the additional testing indicates that the shaft has no defect, the testing costs and the delay costs resulting from the additional testing will be paid by the Contracting Agency in accordance with Section 1-05.6, and, if the shaft construction is on the critical path of the Contractor’s schedule, a time extension equal to the delay created by the additional testing will be granted in accordance with Section 1-08.8.

6-19.3(9)A  Schedule of CSL Testing
This section, including title, is revised to read:

6-19.3(9)A  TIP Testing Using Thermal Probes or CSL Testing
If selected as the nondestructive QA testing method by the Contractor, TIP testing using thermal probes, or CSL testing shall be performed after the shaft concrete has
cured at least 96 hours. Additional curing time prior to testing may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time prior to testing required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

6-19.3(9)B Inspection of CSL Access Tubes
This section’s title is revised to read:

6-19.3(9)B Inspection of Access Tubes

6-19.3(9)C Engineer’s Final Acceptance of Shafts
This section, including title, is revised to read:

6-19.3(9)C TIP Testing With Thermal Wires and TAPs
If selected as the nondestructive QA testing method by the Contractor, TIP testing with thermal wires and TAPs (See Section 6-19.3(6)E) shall be performed. The TIP testing shall commence at the beginning of the concrete placement operation, recording temperature readings at 15-minute intervals until the peak temperature is captured in the data. Additional curing time may be required if the shaft concrete contains admixtures, such as set retarding admixture or water-reducing admixture, added in accordance with Section 6-02.3(3). The additional curing time required under these circumstances shall not be grounds for additional compensation or extension of time to the Contractor in accordance with Section 1-08.8.

TIP testing shall be conducted at all shafts in which thermal wires and TAPs have been installed for thermal wire analysis (Section 6-19.3(6)A).

6-19.3(9)D Requirements to Continue Shaft Excavation Prior to Acceptance of First Shaft
This section, including title, is revised to read:

6-19.3(9)D Nondestructive QA Testing Results Submittal
The Contractor shall submit the results and analysis of the nondestructive QA testing for each shaft tested. The Contractor shall submit the test results within three working days of testing. Results shall be a Type 1 Working Drawing presented in a written report.

TIP reports shall include:

1. A map or plot of the wire/tube location within the shaft and their position relative to a known and identifiable location, such as North.

2. Graphical displays of temperature measurements versus depth of each wire or tube for the analysis time selected, overall average temperature with depth, shaft radius or diameter with depth, concrete cover versus cage position with depth, and effective radius.

3. The report shall identify unusual temperatures, particularly significantly cooler local deviations from the overall average.
4. The report shall identify the location and extent where satisfactory or questionable concrete is identified.
   a. Satisfactory (S) - 0 to 6% Effective Radius Reduction and Cover Criteria Met
   b. Questionable (Q) - Effective Local Radius Reduction > 6%, Effective Local Average Diameter Reduction > 4%, or Cover Criteria Not Met

5. Variations in temperature between wire/tubes (at each depth) which in turn correspond to variations in cage alignment.

6. Where shaft specific construction information is available (e.g. elevations of the top of shaft, bottom of casing, bottom of shaft, etc.), these values shall be noted on all pertinent graphical displays.

CSL reports shall include:

1. A map or plot of the tube location within the shaft and their position relative to a known and identifiable location, such as North.

2. Graphical displays of CSL Energy versus Depth and CSL signal arrival time versus depth or velocity versus depth.

3. The report shall identify the location and extent where good, questionable, and poor concrete is identified, where no signal was received, or where water is present.
   a. Good (G) - No signal distortion and decrease in signal velocity of 10% or less is indicative of good quality concrete.
   b. Questionable (Q) - Minor signal distortion and a lower signal amplitude with a decrease in signal velocity between 10% and 20%.
   c. Poor (P) - Severe signal distortion and much lower signal amplitude with a decrease in signal velocity of 20% or more.
   d. No Signal (NS) - No signal was received.
   e. Water (W) - A measured signal velocity of nominally V = 4,800 to 5,000 fps.

All QA test reports will provide a recommendation to accept the shaft as-is, recommendation for further review by the Engineer, or will provide a plan for further testing, investigation or repair to address any deficiencies identified by the testing.

6-19.3(9)E Additional CSL Testing
This section, including title, is revised to read:
6-19.3(9)E  Vacant

6-19.3(9)I  Requirements for CSL Access Tubes and Cored Holes After CSL Testing
This section’s title is revised to read:

6-19.3(9)I  Requirements for Access Tubes and Cored Holes After CSL Testing

6-19.4  Measurement
This section is revised to read:

Constructing shafts will be measured by the linear foot. The linear foot measurement will be calculated using the top of shaft elevation and the bottom of shaft elevation for each shaft as shown in the Plans.

Rock excavation for shaft, including haul, will be measured by the linear foot of shaft excavated. The linear feet measurement will be computed using the top of the rock line, defined as the highest bedrock point within the shaft diameter, and the bottom elevation shown in the Plans.

QA shaft test will be measured once per shaft tested.

6-19.5  Payment
This section is revised to read:

Payment will be made for the following Bid items when they are included in the Proposal:

“Constructing___Diam. Shaft”, per linear foot.

The unit Contract price per linear foot for “Constructing___Diam. Shaft” shall be full pay for performing the Work as specified, including:

1. Soil excavation for shaft, including all costs in connection with furnishing, mixing, placing, maintaining, containing, collecting, and disposing of all mineral, synthetic and water slurry, and disposing of groundwater collected by the excavated shaft.

2. Furnishing and placing temporary shaft casing, including temporary casing in addition to the required casing specified in the Special Provisions, and including all costs in connection with completely removing the casing after completing shaft construction.

3. Furnishing permanent casing for shaft.

4. Placing permanent casing for shaft.

5. Casing shoring, including all costs in connection with furnishing and installing casing shoring above the specified upper limit for casing shoring but necessary to provide for sufficient water head pressure to resist
artesian water pressure present in the shaft excavation, removing casing shoring, and placing seals when required.

6. Furnishing and placing steel reinforcing bar and epoxy-coated steel reinforcing bar, including furnishing and installing steel reinforcing bar centralizers.

7. Installation of CSL tubes or thermal wires.

8. Furnishing, placing and curing concrete to the top of shaft or to the construction joint at the base of the shaft-column splice zone as applicable.

Payment for “Constructing___Diam. Shaft” will be made upon Engineer acceptance of the shaft, including completion of satisfactory QA shaft tests as applicable.

“Rock Excavation For Shaft Including Haul”, per linear foot.
When rock excavation is encountered, payment for rock excavation is in addition to the unit Contract price per linear foot for “Constructing___Diam. Shaft”

“Shoring Or Extra Excavation Cl. A - ___ ”, lump sum.
The lump sum Contract price for “Shoring Or Extra Excavation Cl. A - ___ ” shall be full pay for performing the Work as specified, including all costs in connection with all excavation outside the limits specified for soil and rock excavation for shaft including haul, all temporary telescoping casings, and all temporary casings beyond the limits of required temporary casing specified in the Special Provisions.

“QA Shaft Test”, per each.
The unit Contract price per each for “QA Shaft Test” shall be full pay for performing the Work as specified, including operating all associated accessories necessary to record and process data and develop the summary QA test reports. Section 1-04.6 does not apply to this bid item.

“Removing Shaft Obstructions”, estimated.
Payment for removing, breaking-up, or pushing aside shaft obstructions, as defined in Section 6-19.3(3)E, will be made for the changes in shaft construction methods necessary to deal with the obstruction. The Contractor and the Engineer shall evaluate the effort made and reach agreement on the equipment and employees utilized, and the number of hours involved for each. Once these cost items and their duration have been agreed upon, the payment amount will be determined using the rate and markup methods specified in Section 1-09.6. For the purpose of providing a common proposal for all Bidders, the Contracting Agency has entered an amount for the item “Removing Shaft Obstructions” in the Bid Proposal to become a part of the total Bid by the Contractor.

If drilled shaft tools, cutting teeth, casing or Kelly bar is damaged as a result of the obstruction removal work, the Contractor will be compensated for the costs to repair this equipment in accordance with Section 1-09.6.
If shaft construction equipment is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the project, then standby payment for the idled equipment will be added to the payment calculations. If labor is idled as a result of the Work required to deal with the obstruction and cannot be reasonably reassigned within the project, then all labor costs resulting from Contractor labor agreements and established Contractor policies will be added to the payment calculations.

The Contractor shall perform the amount of obstruction Work estimated by the Contracting Agency within the original time of the Contract. The Engineer will consider a time adjustment and additional compensation for costs related to the extended duration of the shaft construction operations, provided:

1. The dollar amount estimated by the Contracting Agency has been exceeded, and

2. The Contractor shows that the obstruction removal Work represents a delay to the completion of the project based on the current progress schedule provided in accordance with Section 1-08.3.

Section 7-02, Culverts
January 3, 2017

7-02.2 Materials
The following three new items are inserted after the item “Aggregate for Portland Cement Concrete:

Gravel Backfill for Pipe Zone Bedding 9-03.12(3)
Butyl Rubber Sealant 9-04.11
External Sealing Band 9-04.12

The last paragraph is deleted.

7-02.3(6) Precast Reinf. Conc. Three Sided Structures, Box Culverts and Split Box Culverts
This section is supplemented with the following new paragraph:

When the Plans include a complete set of design details for a Structure (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details), the design and load rating preparation and calculation submittal requirements of Sections 7-02.3(6)A1 and 7-02.3(6)A2 do not apply for the components shown in the Plans, but all other requirements of this Section remain in effect. The Contractor may propose alternate concrete culvert designs, accommodating the same rise, span, and length as shown in the Plans, to replace the Structure details shown in the Plans. If an alternate concrete culvert design is proposed, all of the requirements of this Section, including design and load rating preparation and calculation submittal, apply.
7-02.3(6)A  General
This section is supplemented with the following two new paragraphs:

Tolerances for PRCTSS shall be as follows:

1. Internal Dimensions – The internal dimension shall not vary more than 1 percent or 2 inches, whichever is less, from the Plan dimensions. The haunch dimensions shall not vary more than ¾ inch from the Plan dimensions.

2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or ½ inch, whichever is greater. A thickness more than that required in the Plans will not be a cause for rejection if proper joining is not affected.

3. Length of Opposite Surfaces – Variations in lengths of two opposite surfaces of the three-sided section shall not be more than ¾ inch unless beveled sections are being used to accommodate a curve in the alignment.

4. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.

Tolerances for PRCBC and PRCSBC shall be as follows:

1. Internal Dimensions – The internal dimensions shall not vary more than 1 percent from the Plan dimensions. If haunches are used, the haunch dimensions shall not vary more than ¼ inch from the Plan dimensions.

2. Slab and Wall Thickness – The slab and wall thickness shall not be less than that shown in the Plans by more than 5 percent or ¾₁₆ inch, whichever is greater. A thickness more than that required in the Plans will not be a cause for rejection.

3. Length of Opposite Box Segments – Variations in lengths of two opposite surfaces of the box segments shall not be more than ⅛ inch per foot of internal span, with a maximum of ⅝ inch for all sizes through 7 feet internal span, and a maximum of ¼ inch for internal spans greater than 7 feet, except where beveled sections are being used to accommodate a curve in the alignment.

4. Length of Box Segments – The underrun in length of a segment shall not be more than ⅛ inch per foot of length with a maximum of ½ inch in any box segment.

5. Length of Legs and Slabs – The variation in length of the legs shall not be more than ⅛ inch per foot of the rise of the leg per leg with a maximum of ⅖ inches. The differential length between opposing legs of the same segment shall not be more than ½ inch. Length of independent top slab spans shall not vary by more than ⅛ inch per foot of span of the top slab, with a maximum of ⅖ inches.

6. Reinforcing steel placement shall meet the tolerances specified in Section 6-02.3(24)C.
This section is supplemented with the following new subsection:

**7-02.3(6)A5 Wingwalls and Retaining Walls**

Wingwalls and retaining walls (including cutoff walls and headwalls) shall be constructed in accordance with the Contractor’s design and Working Drawing submittal or when the Plans include a complete set of design details for a wall (defining panel shapes and dimensions, concrete strength requirements, and steel reinforcing bar, joint, and connection details), the details shown in the Plans.

Precast concrete construction shall conform to Sections 6-02.3(28) and 6-11.3(3).

Culvert bedding material shall be furnished, placed, and compacted in accordance with Section 7-02.3(6)A4.

**7-02.3(6)A1 Design Criteria**

The first sentence of the last paragraph is revised to read:

Whenever the minimum finished backfill or surfacing depth above the top of the Structure is less than 1'-0" (except when the top of the Structure is directly exposed to vehicular traffic), either all steel reinforcing bars in the span unit shall be epoxy-coated with 2" minimum concrete cover from the face of concrete to the face of the top mat of steel reinforcing bars, or the minimum concrete cover shall be 2½".

The last sentence of the last paragraph is revised to read:

Concrete cover from the face of any concrete surface to the face of any steel reinforcement shall be 1-inch minimum end clearance at all joints, and 2-inches minimum at all other locations.

**7-02.3(6)A2 Submittals**

The first paragraph is revised to read:

The Contractor shall submit shop drawings of the precast Structures. Fabrication shop drawings replicating complete design details when shown in the Plans shall be Type 2 Working Drawings. Submittals completing the design based on the schematic geometric requirements shown in the Plans, or proposing a Contractor designed alternative concrete culvert Structure shall be Type 2E Working Drawings with supporting design calculations.

The last paragraph is revised to read:

For precast Structures with a span length greater than 20-feet (as defined in Section 7-02.3(6)A1), except when the depth of fill above the top of culvert exceeds the Structure span length, a Type 2E Working Drawing shall be submitted consisting of a load rating report prepared in accordance with the AASHTO Manual for Bridge Evaluation and WSDOT Bridge Design Manual LRFD M 23-50 Chapter 13. Soil pressures used shall include effects from the backfill material and compaction methods, and shall be in accordance with the WSDOT Geotechnical Design Manual M 46-03 and the geotechnical report prepared for the project.
7-02.3(6)A3 Casting
This section is revised to read:

Concrete shall conform to Section 6-02.3(28)B, with a 28-day compressive strength as specified in the Plans or the Working Drawings submittal.

7-02.3(6)A4 Excavation and Bedding Preparation
The last paragraph is revised to read:

The upper layer of bedding course shall be a 6-inch minimum thickness layer of culvert bedding material, defined as granular material either conforming to Section 9-03.12(3) or to AASHTO Grading No. 57 as specified in Section 9-03.1(4)C. The plan limits of the culvert bedding material shall extend 1-foot beyond the plan limits of the culvert or the Structure footing as applicable. The culvert bedding material shall be compacted in accordance with the Section 2-09.3(1)E requirements for gravel backfill for drains. After compaction, the culvert bedding material shall be screeded transversely to the specified line and grade. Voids in the screeded culvert bedding material shall be filled and then rescreened prior to erecting the precast Structure.

7-02.3(6)B3 Erection
The last paragraph is revised to read:

Adjacent precast sections shall be connected by welding the weld-tie anchors in accordance with Section 6-03.3(25). Welding ground shall be attached directly to the steel plates being welded when welding the weld-ties. The weld-tie anchor spacing shall not exceed 6'-0". After connecting the weld-tie anchors, the Contractor shall paint the exposed metal surfaces with one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 9-20.3(2).

7-02.3(6)C1 Casting
This section is revised to read:

PRCSBC shall consist of lid elements and “U” shaped base elements. The vertical legs of the “U” shaped base elements shall be full height matching the rise of the culvert, except as otherwise specified for culvert spans greater than 20-feet. For PRCSBC spans greater than 20-feet (as defined in Section 7-02.3(6)A1), the lid elements may include vertical legs of a maximum length of 4-feet.

All vertical and horizontal joints of PRCBC and PRCSBC elements shall be tongue and groove type joints, except PRCBC and PRCSBC of 20-foot span or less may have keyway joints connected by weld-tie anchors in accordance with Section 6-02.3(25)O. The weld-tie anchor spacing shall not exceed 6’-0". There shall be at least two galvanized steel tie plates across each top unit tongue and groove joint and each tongue and groove joint between upper and lower units, unless otherwise shown in the Plans or required by the seismic designed completed in accordance with Section 7-02.3(6)A1.
7-02.3(6)C3  Erection
This section is revised to read:

PRCBC and PRCSBC shall be erected and backfilled in accordance with the erection sequence specified in the Working Drawing submittal, and the construction equipment restrictions specified in Section 6-02.3(25)O.

The Contractor shall install a continuous strip of butyl rubber sealant within all tongue and groove joints prior to connecting the precast elements together. The butyl rubber sealant shall have a minimum cross section of $\frac{1}{2}$-inch by $1\frac{1}{2}$-inch, unless otherwise shown in the Plans.

After connecting the joints with weld-tie anchors, the Contractor shall paint the exposed metal surfaces with one coat of field primer conforming to Section 9-08.1(2)F. Keyways shall be filled with grout conforming to Section 9-20.3(2).

The Contractor shall wrap all exterior joints along the top and sides of the PRCBC and PRCSBC with a 12-inch wide strip of external sealing band centered about the joint and adhesively bonded to the concrete surface.

Backfill beside the PRCBC and PRCSBC shall be brought up in sequential layers, compacted concurrently. The difference in backfill height on opposing sides of the Structure shall not exceed 2-feet.

7-02.4  Measurement
This section is supplemented with the following:

Culvert bedding material will be measured by the cubic yard of material placed.

7-02.5  Payment
This section is supplemented with the following:

“Culvert Bedding Material”, per cubic yard.

Section 7-08, General Pipe Installation Requirements
January 3, 2017

7-08.3(1)A  Trenches
The second sentence of the last paragraph is revised to read:

The embankment material shall be compacted to 95 percent of maximum density and the moisture content at the time of compaction shall be between optimum and 3 percentage points below optimum as determined by the Compaction Control Tests specified in Section 2-03.3(14)D.
Section 7-09, Water Mains
April 3, 2017

7-09.3(24)D  Dry Calcium Hypochlorite
The second paragraph is revised to read:

The number of grams of 70 percent test calcium hypochlorite required for a 20-foot length of pipe equals 0.238 \times d^2, in which “d” is the diameter in inches.

Section 8-01, Erosion Control and Water Pollution Control
August 1, 2016

8-01.2  Materials
This section is supplemented with the following new paragraph:

Recycled concrete, in any form, shall not be used for any Work defined in Section 8-01.

8-01.3(7)  Stabilized Construction Entrance
The last sentence of the first paragraph is revised to read:

Material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.

8-01.3(8)  Street Cleaning
This section is revised to read:

Self-propelled street sweepers shall be used to remove and collect sediment and other debris from the Roadway, whenever required by the Engineer. The street sweeper shall effectively collect these materials and prevent them from being washed or blown off the Roadway or into waters of the State. Street sweepers shall not generate fugitive dust and shall be designed and operated in compliance with applicable air quality standards.

Material collected by the street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.

Street washing with water will require the concurrence of the Engineer.

Section 8-09, Raised Pavement Markers
January 3, 2017

8-09.5  Payment
In the last paragraph, “flaggers and spotters” is revised to read “flaggers”.

Section 8-10, Guide Posts
January 4, 2016

8-10.3  Construction Requirements
The last sentence of the second paragraph is deleted.
Section 8-11, Guardrail
January 17, 2017

8-11.3(1)C Terminal and Anchor Installation
This section is supplemented with the following new paragraph:

Beam Guardrail Non-flared Terminals for Type 1 guardrail shall meet the crash test and evaluation criteria of NCHRP 350 or the Manual for Assessing Safety Hardware (MASH). Beam Guardrail Non-flared Terminals for Type 31 guardrail shall meet the crash test and evaluation criteria of MASH.

8-11.3(1)F Removing and Resetting Beam Guardrail
The last sentence of the first paragraph is deleted.

8-11.5 Payment
The paragraph following the Bid item “Removing and Resetting Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Removing and Resetting Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)F, except for replacement posts and blocks.

The paragraph following the Bid item “Raising Existing Beam Guardrail”, per linear foot is revised to read:

The unit Contract price per linear foot for “Raising Existing Beam Guardrail” shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)E, except for replacement posts and blocks.

Section 8-20, Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical
August 7, 2017

8-20.1 Description
This section is supplemented with the following new subsection:

8-20.1(3) Permitting and Inspections
Electrical installations are subject to electrical inspection in accordance with RCW 19.28.101. Electrical inspections may only be performed by an electrical inspector meeting the requirements of RCW 19.28.321. Electrical installations will not be accepted until they have been inspected and approved by an electrical inspector as required by this Section. This inspection is required even if there is no new electrical service or new electrical meter being installed in the Contract.

Installations within WSDOT right of way are subject to a minimum of a final inspection by a WSDOT certified electrical inspector as allowed by RCW 19.28.141. A separate permit is not required for electrical installations within WSDOT right of way. Additional inspections may be required at the discretion of the Engineer.
Installations outside of WSDOT right of way are subject to permitting and inspection by the Washington State Department of Labor and Industries (L&I) or a local jurisdiction approved for that location by L&I. Approved local jurisdictions and their contacts may be found on the L&I website at http://www.lni.wa.gov/TradesLicensing/Electrical/FeePermInsp/CityInspectors/.

8-20.1(1) Regulations and Code
The second paragraph is revised to read:

Wherever reference is made in these Specifications or in the Special Provisions to the Code, the rules, or the standards mentioned above, the reference shall be construed to mean the code, rule, or standard that is in effect on the Bid advertisement date.

8-20.3(5)A General
The last paragraph is revised to read:

Immediately after the sizing mandrel has been pulled through, install an equipment grounding conductor if applicable (see Section 8-20.3(9)) and any new or existing wire or cable as specified in the Plans. Where conduit is installed for future use, install a 200-pound minimum tensile strength pull string with the equipment grounding conductor. The pull string shall be attached to duct plugs or caps at both ends of the conduit.

8-20.3(5)A1 Fiber Optic Conduit
The last paragraph is deleted.

8-20.3(5)B Conduit Type
The second and third paragraphs are deleted and replaced with the following new paragraph:

PVC and HDPE conduits shall be Schedule 80 unless installed as innerduct.

8-20.3(5)D Conduit Placement
Item number 2 is revised to read:

2. 24-inches below the top of the untreated surfacing on a Roadbed.

8-20.3(9) Bonding, Grounding
The following two new paragraphs are inserted after the first paragraph:

Install an equipment grounding conductor in all new conduit, whether or not the equipment grounding conductor is called for in the wire schedule.

For each new conduit with innerduct install an equipment grounding conductor in only one of the innerducts unless otherwise required by the NEC or the Plans.

The fourth paragraph (after the preceding Amendments are applied) is revised to read:

Bonding jumpers and equipment grounding conductors meeting the requirements of Section 9-29.3(2)A3 shall be minimum #8 AWG, installed in accordance with the NEC.
Where existing conduits are used for the installation of new circuits, an equipment grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be minimum #14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

The second sentence of the fifth paragraph (after the preceding Amendments are applied) is revised to read:

A non-insulated stranded copper conductor, minimum #8 AWG with a full circle crimp on connector (crimped with a manufacturer recommended crimper) shall be connected to the junction box frame or frame bonding stud, the other end shall be crimped to the equipment bonding conductor, using a “C” type crimp connector.

The last two sentences of the sixth paragraph (after the preceding Amendments are applied) are revised to read:

For light standards, signal standards, cantilever and sign bridge Structures the supplemental grounding conductor shall be #4 AWG non-insulated stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be #6 AWG non insulated stranded copper conductor.

The fourth to last paragraph is revised to read:

Install a two grounding electrode system at each service entrance point, at each electrical service installation and at each separately derived power source. The service entrance grounding electrode system shall conform to the “Service Ground” detail in the Standard Plans. If soil conditions make vertical grounding electrode installation impossible an alternate installation procedure as described in the NEC may be used. Maintain a minimum of 6 feet of separation between any two grounding electrodes within the grounding system. Grounding electrodes shall be bonded copper, ferrous core materials and shall be solid rods not less than 10 feet in length if they are \( \frac{3}{8} \) inch in diameter or not less than 8 feet in length if they are \( \frac{5}{8} \) inch or larger in diameter.

8-20.3(13)A  Light Standards
The first sentence in the second to last paragraph is revised to read:

All new and relocated metal light standards shall be numbered for identification using painted 4 inch block gothic letters (similar to series C highway lettering) and numbers installed 3 feet above the base facing the Traveled Way.
The numbered list in the second to last paragraph is deleted and replaced with the following:

NN
CC-SSSS
VVV

Where:
NN – Is the pole number as identified in the Plans. May be one or more characters.
CC – Is the circuit letter as identified in the Plans. May be one or more characters.
SSSS – Is the service cabinet number as identified in the Plans. Do not include the two or three letter prefix. Up to four digits - do not include leading zeros.
VVV – Is the operating voltage of the luminaire. Always three digits.

8-20.3(13)C Luminaires
The first paragraph is revised to read:

The Contractor shall mark the installation date on the inside of the luminaire ballast or driver housing using a permanent marking pen.

Section 8-22, Pavement Marking
August 7, 2017

8-22.3(6) Removal of Pavement Markings
This section is revised to read:

Pavement markings to be removed shall be obliterated until all blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement.

Grinding to remove pavement markings in their entirety is allowed in areas designated for applications of either Hot Mix Asphalt (HMA) or Bituminous Surface Treatment (BST). Pavement marking removal shall be performed from April 1st through September 30th and only in those areas that shall be paved within the same time window as the grinding, unless otherwise allowed by the Engineer in writing.

For all cement concrete pavement and areas that will not be overlaid with hot mix asphalt or BST, grinding is allowed to a depth just above the pavement surface and then Water blasting or shot blasting shall be required to remove the remaining pavement markings.

If in the opinion of the Engineer, the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as the Work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.
8-22.4 Measurement
The first two sentences of the fourth paragraph are revised to read:

The measurement for “Painted Wide Lane Line”, “Plastic Wide Lane Line”, “Profiled Plastic Wide Lane Line”, “Painted Barrier Center Line”, “Plastic Barrier Center Line”, “Painted Stop Line”, “Plastic Stop Line”, “Painted Wide Dotted Entry Line”, or “Plastic Wide Dotted Entry Line” will be based on the total length of each painted, plastic or profiled plastic line installed. No deduction will be made for the unmarked area when the marking includes a broken line such as, wide broken lane line, drop lane line, wide dotted lane line or wide dotted entry line.

8-22.5 Payment
The following two new Bid items are inserted after the Bid item “Plastic Crosshatch Marking”, per linear foot:

“Painted Wide Dotted Entry Line”, per linear foot.

“Plastic Wide Dotted Entry Line”, per linear foot.

Section 9-01, Portland Cement
August 7, 2017

This section’s title is revised to read:

Cement

9-01.1 Types of Cement
This section is revised to read:

Cement shall be classified as portland cement, blended hydraulic cement, or rapid hardening hydraulic cement.

9-01.2(2) Vacant
This section, including title, is revised to read:

9-01.2(2) Rapid Hardening Hydraulic Cement
Rapid hardening hydraulic cement shall meet the requirements of ASTM C 1600.

9-01.2(3) Low Alkali Cement
This section is renumbered as follows:

9-01.2(1)A Low Alkali Cement

9-01.2(4) Blended Hydraulic Cement
This section is renumbered as follows:

9-01.2(1)B Blended Hydraulic Cement
In the first paragraph, items number 3 through 5 are revised to read:

3. Type IT(PX)(LY), where (PX) equals the targeted percentage of pozzolan, and (LY) equals the targeted percentage of limestone. The pozzolan (PX) shall be Class F fly ash and shall be a maximum of 35 percent. (LY) shall be a minimum of 5 percent and a maximum of 15 percent. Separate testing of each source of fly ash at each proposed replacement level shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

4. Type IT(SX)(LY), where (SX) equals the targeted percentage of slag cement, and (LY) equals the targeted percentage of limestone. (SX) shall be a maximum of 50 percent. (LY) shall be a minimum of 5 percent and a maximum of 15 percent. Separate testing of each source of slag at each proposed replacement level shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

5. Type IL(X), where (X) equals the targeted percentage of limestone, and shall be a minimum of 5 percent and a maximum of 15 percent. Testing shall be conducted in accordance with ASTM C1012. Expansion at 180 days shall be 0.10 percent or less.

9-01.3 Tests and Acceptance
The second paragraph is revised to read:

Cement producers/suppliers that certify portland cement or blended hydraulic cement shall participate in the Cement Acceptance Program as described in WSDOT Standard Practice QC 1. Rapid hardening hydraulic cement producers/suppliers are not required to participate in WSDOT Standard Practice QC 1.

Section 9-03, Aggregates
August 7, 2017

9-03.1(1) General Requirements
In this section, each reference to “Section 9-01.2(3)” is revised to read “Section 9-01.2(1A)”.

This first paragraph is supplemented with the following:

Reclaimed aggregate may be used if it complies with the specifications for Portland Cement Concrete. Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious materials.

9-03.1(2) Fine Aggregate for Portland Cement Concrete
This section is revised to read:

Fine aggregate shall consist of natural sand or manufactured sand, or combinations thereof, accepted by the Engineer, having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to meet the specifications.
9-03.1(2)A Deleterious Substances
This section is revised to read:

The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 6 and not exceed the following values:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material finer than No. 200 Sieve</td>
<td>2.5 percent</td>
</tr>
<tr>
<td>Clay lumps and friable particles</td>
<td>3.0 percent</td>
</tr>
<tr>
<td>Coal and lignite</td>
<td>0.25 percent</td>
</tr>
<tr>
<td>Particles of specific gravity less than 2.00</td>
<td>1.0 percent</td>
</tr>
</tbody>
</table>

Organic impurities shall be tested in accordance with AASHTO T 21 by the glass color standard procedure and results darker than organic plate no. 3 shall be rejected. A darker color results from AASHTO T 21 may be used provided that when tested for the effect of organic impurities on strength of mortar, the relative strength at 7 days, calculated in accordance with AASHTO T 71, is not less than 95 percent.

9-03.1(4) Coarse Aggregate for Portland Cement Concrete
This section is revised to read:

Coarse aggregate for concrete shall consist of gravel, crushed gravel, crushed stone, or combinations thereof having hard, strong, durable pieces free from adherent coatings. Coarse aggregate shall be washed to meet the specifications.

9-03.1(4)A Deleterious
This section, including title, is revised to read:

9-03.1(4)A Deleterious Substances
The amount of deleterious substances in the washed aggregate shall be tested in accordance with AASHTO M 80 and not exceed the following values:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material finer than No. 200</td>
<td>1.01 percent</td>
</tr>
<tr>
<td>Clay lumps and Friable Particles</td>
<td>2.0 percent</td>
</tr>
<tr>
<td>Shale</td>
<td>2.0 percent</td>
</tr>
<tr>
<td>Wood waste</td>
<td>0.05 percent</td>
</tr>
<tr>
<td>Coal and Lignite</td>
<td>0.5 percent</td>
</tr>
<tr>
<td>Sum of Clay Lumps, Friable Particles, and Chert</td>
<td>3.0 percent</td>
</tr>
</tbody>
</table>

1If the material finer than the No. 200 sieve is free of clay and shale, this percentage may be increased to 1.5.

9-03.1(4)C Grading
The following new sentence is inserted at the beginning of the last paragraph:

Where coarse aggregate size 467 is used, the aggregate may be furnished in at least two separate sizes.
9-03.1(5) Combined Aggregate Gradation for Portland Cement Concrete
This section is revised to read:

As an alternative to using the fine aggregate sieve grading requirements in Section 9-03.1(2)B, and coarse aggregate sieve grading requirements in Section 9-03.1(4)C, a combined aggregate gradation conforming to the requirements of Section 9-03.1(5)A may be used.

9-03.1(5)A Deleterious Substances
This section is revised to read:

The amount of deleterious substances in the washed aggregates $\frac{3}{8}$ inch or larger shall not exceed the values specified in Section 9-03.1(4)A and for aggregates smaller than $\frac{3}{8}$ inch they shall not exceed the values specified in Section 9-03.1(2)A.

9-03.1(5)B Grading
The first paragraph is deleted.

9-03.8(2) HMA Test Requirements
In the table in item number 3, the heading “Statistical and Nonstatistical” is revised to read “Statistical”.

9-03.8(7) HMA Tolerances and Adjustments
In the table in item number 1, the column titled “Nonstatistical Evaluation” is deleted.

In the table in item 1, the last column titled “Commercial Evaluation” is revised to read “Visual Evaluation”.

9-03.11(1) Streambed Sediment
The following three new sentences are inserted after the first sentence of the first paragraph:

Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than 1½ inches or no greater than 3 inches.

9-03.12(4) Gravel Backfill for Drains
The following new sentence is inserted at the beginning of the second paragraph:

As an alternative, AASHTO grading No. 57 may be used in accordance with Section 9-03.1(4)C.

9-03.12(5) Gravel Backfill for Drywells
The following new sentence is inserted at the beginning of the second paragraph:

As an alternative, AASHTO grading No. 4 may be used in accordance with Section 9-03.1(4)C.
9-03.21(1)B Concrete Rubble
This section, including title, is revised to read:

9-03.21(1)B Recycled Concrete Aggregate
Recycled concrete aggregates are coarse aggregates manufactured from hardened concrete mixtures. Recycled concrete aggregate may be used as coarse aggregate or blended with coarse aggregate for Commercial Concrete. Recycled concrete aggregate shall meet all of the requirements for coarse aggregate contained in Section 9-03.1(4) or 9-03.1(5). In addition to the requirements of Section 9-03.1(4) or 9-03.1(5), recycled concrete shall:

1. Contain an aggregated weight of less than 1 percent of adherent fines, vegetable matter, plastics, plaster, paper, gypsum board, metals, fabrics, wood, tile, glass, asphalt (bituminous) materials, brick, porcelain or other deleterious substance(s) not otherwise noted;

2. Be free of components such as chlorides and reactive materials that are detrimental to the concrete, unless mitigation measures are taken to prevent recurrence in the new concrete;

3. Have an absorption of less than 10 percent when tested in accordance with AASHTO T 85.

4. Be considered mechanically fractured and therefore be considered part of the total fracture calculation as determined by the FOP for AASHTO T 335.

Recycled concrete aggregate shall be in a saturated condition prior to mixing.

Recycled concrete aggregate shall not be placed below the ordinary high water mark of any surface water of the State.

9-03.21(1)D Recycled Steel Furnace Slag
This section title is revised to read:

Steel Slag

9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material

In the Hot Mix Asphalt column, each value of “20” is revised to read “25”.

The last column heading “Steel Furnace Slag” is revised to read “Steel Slag”.

The following new row is inserted after the second row:

| Coarse Aggregate for Commercial Concrete | 9-03.1(4) | 0 | 100 | 0 | 0 |
Section 9-04, Joint and Crack Sealing Materials
January 3, 2017

This section is supplemented with the following two new subsections:

**9-04.11 Butyl Rubber Sealant**
Butyl rubber sealant shall conform to ASTM C 990.

**9-04.12 External Sealing Band**
External sealing band shall by Type III B conforming to ASTM C 877.

**9-04.1(2) Premolded Joint Filler for Expansion Joints**
This section is supplemented with the following:

As an alternative to the above, a semi-rigid, non-extruding, resilient type, closed-cell polypropylene foam, preformed joint filler with the following physical properties as tested to AASHTO T 42 Standard Test Methods may be used.

<table>
<thead>
<tr>
<th>Physical Property</th>
<th>Requirement</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Absorption</td>
<td>&lt; 1.0%</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Compression Recovery</td>
<td>&gt; 80%</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Extrusion</td>
<td>&lt; 0.1 in.</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Density</td>
<td>&gt; 3.5 lbs./cu.ft.</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Water Boil (1 hr.)</td>
<td>No expansion</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Hydrochloric Acid Boil (1 hr.)</td>
<td>No disintegration</td>
<td>AASHTO T 42</td>
</tr>
<tr>
<td>Heat Resistance °F</td>
<td>392°F± 5°F</td>
<td>ASTM D 5249</td>
</tr>
</tbody>
</table>

**9-04.2(1) Hot Poured Joint Sealants**
This section’s content is deleted and replaced with the following new subsections:

**9-04.2(1)A Hot Poured Sealant**
Hot poured sealant shall be sampled in accordance with ASTM D5167 and tested in accordance with ASTM D5329.

**9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement**
Hot poured sealant for cement concrete pavement shall meet the requirements of ASTM D6690 Type IV, except for the following:

1. The Cone Penetration at 25°C shall be 130 maximum.
2. The extension for the Bond, non-immersed, shall be 100 percent.

**9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement**
Hot poured sealant for bituminous pavement shall meet the requirements of ASTM D6690 Type I or Type II.
9-04.2(1)B Sand Slurry for Bituminous Pavement
Sand slurry is mixture consisting of the following components measured by total weight:

1. Twenty percent CSS-1 emulsified asphalt,
2. Two percent portland cement, and
3. Seventy-eight percent fine aggregate meeting the requirements of 9-03.1(2)B Class 2. Fine aggregate may be damp (no free water).

9-04.2(2) Poured Rubber Joint Sealer
The last paragraph is deleted.

9-04.4(1) Rubber Gaskets for Concrete Pipes and Precast Manholes
“AASHTO M 198” is revised to read “ASTM C 990”.

9-04.4(3) Gaskets for Aluminum or Steel Culvert or Storm Sewer Pipe
In the last sentence, “AASHTO M 198” is revised to read “ASTM C 990”.

Section 9-06, Structural Steel and Related Materials
January 3, 2017

9-06.5(3) High-Strength Bolts
In this section, “ASTM A325” is revised to read “ASTM F3125 Grade A325”, “ASTM A490” is revised to read “ASTM F3125 Grade A490”, and “ASTM F1852” is revised to read “ASTM F3125 Grade F1852”.

In the fifth paragraph, “ASTM-A325” is revised to read “ASTM F3125”.

9-06.12 Bronze Castings
In this section, “AASHTO M107” is revised to read “ASTM B22”.

9-06.16 Roadside Sign Structures
In the first paragraph, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

Section 9-07, Reinforcing Steel
August 1, 2016

9-07.1(1)A Acceptance of Materials
The first sentence of the first paragraph is revised to read:

Reinforcing steel rebar manufacturers shall comply with the National Transportation Product Evaluation Program (NTPEP) Work Plan for Reinforcing Steel (rebar) Manufacturers.
The first sentence of the second paragraph is revised to read:

Steel reinforcing bar manufacturers use either English or a Metric size designation while stamping rebar.

**9-07.1(2) Bending**

The first two sentences of the first paragraph are deleted and replaced with the following two new sentences:

Steel reinforcing bars shall be cut and bent cold to the shapes shown on the Plans. Fabrication tolerances shall be in accordance with ACI 315.

**Section 9-10, Piling**

August 1, 2016

**9-10.3 Cast-In-Place Concrete Piling**

This section is revised to read:

Reinforcement for cast-in-place concrete piles shall conform to Section 9-07.2.

**Section 9-11, Waterproofing**

January 3, 2017

This section (and all subsections), including title, is revised to read:

**9-11 Waterproof Membrane**

**9-11.1 Asphalt for Waterproofing**

Waterproof membrane shall be a sheet membrane conforming to ASTM D 6153 Type III, the puncture capacity specified below, and either the thin polymer sheet tensile stress or the geotextile and fabric grab tensile strength specified below:

<table>
<thead>
<tr>
<th>Performance Properties</th>
<th>Test Method</th>
<th>Specification Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Stress</td>
<td>ASTM D 882</td>
<td>75 pounds per inch min.</td>
</tr>
<tr>
<td>(for Thin Polymer Sheets)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grab Tensile Strength</td>
<td>ASTM D 4632</td>
<td>200 pounds min.</td>
</tr>
<tr>
<td>(for Geotextiles and Fabrics)</td>
<td>(Woven or Nonwoven)</td>
<td></td>
</tr>
<tr>
<td>Puncture Capacity</td>
<td>ASTM E 154</td>
<td>200 pounds min.</td>
</tr>
<tr>
<td>(For Thin Polymer Sheets, Geotextiles and Fabrics)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Waterproofing membrane will be accepted based on a Manufacturer’s Certificate of Compliance with each lot of waterproof membrane.

**9-11.2 Primer for Waterproof Membrane**

The primer for the waterproof membrane shall be appropriate for bonding the sheet membrane to the bridge deck surface and shall be compatible with the membrane in accordance with the waterproof membrane manufacturer’s recommendations.
9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)

The first paragraph is revised to read:

All HECPs shall be made of natural plant fibers unaltered by synthetic materials, and in a dry condition, free of noxious weeds, seeds, chemical printing ink, germination inhibitors, herbicide residue, chlorine bleach, rock, metal, plastic, and other materials detrimental to plant life.

The last sentence of the third paragraph is revised to read the following two sentences:

Under no circumstances will field mixing of additives or components be acceptable, with the exception of seed and water. The product shall be hydrated in accordance with the manufacturer’s recommendations.

In Table 1 of the fourth paragraph, the following new row is inserted below the table heading:

| These test requirements apply to the fully mixed product, including tackifiers, dyes, or other additives that may be included in the HECP final product in its sprayable form. |

The last two paragraphs are revised to read:

If the HECP contains a dye to facilitate placement and inspection of the material, it shall be nontoxic to plants, animals, and aquatic life and shall not stain concrete or painted surfaces.

The HECP shall not be harmful to plants, animals, and aquatic life.

9-14.4(4) Wood Strand Mulch

The last paragraph is revised to read:

The Contractor shall provide a test report performed in accordance with WSDOT T 125 demonstrating compliance to this specification prior to acceptance. This product shall not be harmful to plants, animals, and aquatic life.

9-14.4(7) Tackifier

The first paragraph is supplemented with the following:

Tackifiers shall include a mulch tracer added to visible aid uniform application, and shall not be harmful to plants, animals, or aquatic life.

The first sentence of the second paragraph is revised to read:

The Contractor shall provide test results documenting the tackifier and mulch tracer meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2).
9-14.4(7)A Organic Tackifier
This section is revised to read:

Organic tackifiers shall be derived from natural plant sources and shall not be harmful to plants, animals, and aquatic life.

9-14.4(7)B Synthetic Tackifier
This section is revised to read:

Synthetic tackifiers shall not be harmful to plants, animals, and aquatic life.

9-14.5(2) Biodegradable Erosion Control Blanket
The first paragraph is revised to read:

Biodegradable erosion control blankets, including netting if present, shall be made of natural plant fibers unaltered by synthetic materials. All blanket material shall effectively perform the intended erosion control function until permanent vegetation has been established, or for a minimum of 6 months, whichever comes first.

9-14.5(4)A Biodegradable Check Dams
This section is revised to read:

Biodegradable check dams shall meet the following requirements:

<table>
<thead>
<tr>
<th>Check Dam Type</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wattle</td>
<td>9-14.5(5)</td>
</tr>
<tr>
<td>Compost Sock</td>
<td>9-14.5(6)</td>
</tr>
<tr>
<td>Coir Log</td>
<td>9-14.5(7)</td>
</tr>
</tbody>
</table>

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is accepted by the Engineer:

1. Made of natural plant fiber unaltered by synthetic material.

2. Netting if present shall be made of natural plant fibers unaltered by synthetic materials. Materials shall effectively perform the intended erosion control function until permanent vegetation has been established or for a minimum of 6 months, whichever comes first.

3. Straw bales shall not be used as check dams.

9-14.5(5) Wattles
This section is revised to read:

Wattles shall consist of cylinders of plant material such as weed-free straw, coir, wood chips, excelsior, or wood fiber or shavings encased within netting made of natural plant fibers unaltered by synthetic materials. Wattles shall be a minimum of 8 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall effectively perform the intended erosion control function until permanent vegetation has been established or for a minimum of 6 months, whichever comes first.
If wood chip filler is used, it shall meet the material requirements as specified in Section 9-14.4(3). If straw filler is used, it shall meet the material requirements as specified in Section 9-14.4(1). If wood shavings are used, 80 percent of the fibers shall have a minimum length of 6 inches between 0.030 and 0.50 inches wide and between 0.017 and 0.13 inches thick.

Stakes for wattles shall be made of wood from untreated Douglas fir, hemlock, or pine species.

**9-14.5(6) Compost Socks**

This section is revised to read:

Compost socks shall consist of fabric made of natural plant fibers unaltered by synthetic materials. The compost sock shall be filled with Medium Compost as specified in Section 9-14.4(8). Compost socks shall be at least 8 inches in diameter. The sock shall be clean, evenly woven; free of encrusted concrete or other contaminating materials; free from cuts, tears, broken or missing yarns; free of thin, open, or weak areas; and free of any type of preservative. Sock fabric shall effectively perform the intended erosion control function until permanent vegetation has been established or for a minimum of 6 months, whichever comes first.

Stakes for compost socks shall be made of wood from untreated Douglas fir, hemlock, or pine species.

**Section 9-16, Fence and Guardrail**

**January 17, 2017**

**9-16.3(3) Galvanizing**

The first three sentences are deleted and replaced with the following single sentence:

W-beam or thrie beam rail elements and terminal sections shall be galvanized in accordance with AASHTO M 180, Class A, Type II.

**Section 9-20, Concrete Patching Material, Grout, and Mortar**

**January 3, 2017**

This section is supplemented with the following new subsection:

**9-20.5 Bridge Deck Repair Material**

Bridge deck repair material shall be either an ultra-low viscosity, two-part liquid, polyurethane-hybrid polymer concrete, or a pre-packaged cement based repair mortar, conforming to the following requirements:


2. Total soluble chloride ion content by mass of product shall conform to the limits specified in Section 6-02.3(2) for reinforced concrete.

3. Permeability of less than 2,000 coulombs at 56-days in accordance with AASHTO T 277.
If pre-packaged deck repair material does not include coarse aggregate, the Contractor shall extend the mix with coarse aggregate as recommended by the manufacturer.

Section 9-23, Concrete Curing Materials and Admixtures
January 3, 2017

9-23.9 Fly Ash
The first paragraph is revised to read:

Fly ash shall conform to the requirements of AASHTO M295 Class C or F including supplementary optional chemical requirements as set forth in Table 2.

The last sentence of the last paragraph is revised to read:

The supplementary optional chemical limits in AASHTO M295 Table 2 do not apply to fly ash used in Controlled Density Fill.

9-23.12 Metakaolin
This section, including title, is revised to read:

9-23.12 Natural Pozzolan
Natural Pozzolans shall be either Metakaolin or ground Pumice and shall conform to the requirements of AASHTO M295 Class N, including supplementary optional chemical requirements as set forth in Table 2.

Section 9-28, Signing Materials and Fabrication
April 3, 2017

9-28.14(3) Aluminum Structures
This section is revised to read:

Welding of aluminum shall be in accordance with AWS D1.2/D1.2M, latest edition, Structural Welding Code – Aluminum.

Aluminum alloy filler metals utilized on anodized structures shall result in color matching to base metals.

Section 9-29, Illumination, Signal, Electrical
August 7, 2017

9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes
This section is supplemented with the following new subsections:

9-29.2(5) Testing Requirements
The Contractor shall provide for testing of junction boxes, cable vaults and pull boxes. Junction boxes, cable vaults and pull boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

For each junction box, vault and pull box type, the independent testing laboratory shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test
Equipment. The test shall be conducted in the presence of a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural, and each test sheet shall have the Professional Engineer’s original signature, date of signature, original seal, and registration number. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for that box type, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure or to the maximum load possible on the testing machine (70,000 pounds minimum).
7. A brief description of type and location of failure or statement that the testing machine reached maximum load without failure of the box.

9-29.2(5)A Standard Duty Boxes and Vaults
Standard Duty Concrete Junction Boxes, Cable Vaults, and Pull Boxes shall be load tested to 22,500 pounds. The test load shall be applied uniformly through a 10 by 10 by 1-inch steel plate centered on the lid. The test load shall be applied and released ten times, and the deflection at the test load and released state shall be recorded for each interval. At each interval the junction box shall be inspected for lid deformation, failure of the lid/frame welds, vertical and horizontal displacement of the lid/frame, cracks, and concrete spalling.

Concrete junction boxes will be considered to have withstood the test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012 inches that extend 12 inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.
9-29.2(5)B Retrofit Security Lids for Standard Duty Concrete Junction Boxes

Security lids used to retrofit existing Standard Duty Concrete Junction Boxes shall be tested as follows:

1. The security lid shall be installed on any appropriately sized box that is currently approved on the Qualified Products List.

2. The security lid and box assembly shall be load tested in accordance with Section 9-29.2(5)A. After the ten load cycles but before loading to failure, the security lid shall be fully opened and removed to verify operability.

3. The locking mechanism(s) shall be tested as follows:
   a. The locking mechanism shall be cycled 250 times (locked, then unlocked again) at room temperature (60-80°F). If there is more than one identical locking mechanism, only one needs to be cycled in this manner.
   b. Temperature changes should be limited to no more than 60°F per hour.
   c. The security lid shall be cooled to and held at -30°F for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature.
   d. The security lid shall be heated to and held at 120-122°F for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature.
   e. The security lid shall be temperature adjusted to and held at 110°F and 95% humidity for 15 minutes. The locking mechanism shall then be cycled once to verify operation at this temperature and humidity.

9-29.2(5)C Standard Duty Non-Concrete Junction Boxes

Non-concrete Junction Boxes shall be tested as defined in the ANSI/SCTE 77 Tier 15 test method using the test load of 22,500 pounds (minimum) in place of the design load during testing. In addition, the Contractor shall provide a Manufacturer Certificate of Compliance for each non-concrete junction box installed.

9-29.2(5)D Heavy-Duty Boxes and Vaults

Heavy-Duty Junction Boxes, Cable Vaults, and Pull Boxes shall be load tested to 46,000 pounds. The test load shall be applied vertically through a 10 by 20 by 1-inch steel plate centered on the lid with an orientation both on the long axis and the short axis of the junction box. The test load shall be applied and released ten times on each axis. The deflection at the test load and released state shall be recorded for each interval. At each interval the test box shall be inspected for lid deformation, failure of the lid or frame welds, vertical and horizontal displacement of the lid frame, cracks, and concrete spalling. After the twentieth loading interval the test shall be terminated with a 60,000 pound load being applied vertically through the steel plate centered on the lid and with the long edge of steel plate orientated parallel to the long axis of the box.
Heavy-Duty Junction Boxes will be considered to have withstood the 46,000 pound test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012 inches that extend 12 inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.

Heavy-Duty Junction Boxes will be considered to have withstood the 60,000 pound test if all of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is ¼ inch or less.
5. No buckling or collapse of the box.

9-29.2(1) Standard Duty and Heavy Duty Junction Boxes
This section, including title, is revised to read:

9-29.2(1) Junction Boxes
For the purposes of this Specification concrete is defined as portland cement concrete and non-concrete is all others.

The Contractor shall provide shop drawings for all components, hardware, lid, frame, reinforcement, and box dimensions. The shop drawings shall be prepared by (or under the supervision of) a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural. Each sheet shall carry the following:

1. Professional Engineer’s original signature, date of signature, original seal, and registration number. If a complete assembly drawing is included which references additional drawing numbers, including revision numbers for those drawings, then only the complete assembly drawing is required to be stamped.

2. The initials and dates of all participating design professionals.

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.
Design calculations shall carry on the cover page, the Professional Engineer’s original signature, date of signature, original seal, and registration number.

For each type of junction box, or whenever there is a change to the junction box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

### 9-29.2(1)A Standard Duty Junction Boxes

This section is revised to read:

Standard Duty Junction Boxes are defined as Type 1, 2 and 8 junction boxes and shall have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(5). A complete Type 8 Junction Box includes the spread footing shown in the Standard Plans. All Standard Duty Junction Boxes placed in sidewalks, walkways, and shared use paths shall have slip resistant surfaces. Non-slip lids and frames shall be hot dip galvanized in accordance with AASHTO M111.

### 9-29.2(1)A1 Concrete Junction Boxes

The Standard Duty Concrete Junction Box steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3, or hot-dip galvanized in accordance with AASHTO M 111.

Concrete used in Standard Duty Junction Boxes shall have a minimum compressive strength of 6,000 psi when reinforced with a welded wire hoop, or 4,000 psi when reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to the box by welding headed studs $\frac{3}{8}$ by 3 inches long, as specified in Section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The box shall contain ten studs located near the centerline of the frame and box wall. The studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the box.

Materials for Type 1, 2, and 8 Concrete Junction Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>Section 6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>Section 9-07</td>
</tr>
<tr>
<td>Fiber Reinforcing</td>
<td>ASTM C1116, Type III</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel</td>
</tr>
<tr>
<td>Slip Resistant Lid</td>
<td>ASTM A36 steel</td>
</tr>
<tr>
<td>Frame</td>
<td>ASTM A786 diamond plate steel or ASTM A36 steel</td>
</tr>
<tr>
<td>Slip Resistant Frame</td>
<td>ASTM A36 steel</td>
</tr>
<tr>
<td>Lid Support</td>
<td>ASTM A36 steel, or ASTM A1011 SS Grade 36 (or higher)</td>
</tr>
<tr>
<td>Handle &amp; Handle support</td>
<td>ASTM A36 steel, or ASTM A1011 CS (Any Grade) or SS (Any Grade)</td>
</tr>
<tr>
<td>Anchors (studs)</td>
<td>Section 9-06.15</td>
</tr>
</tbody>
</table>
Bolts, Studs, Nuts, Washers | ASTM F593 or A193, Type 304 or 316, or Stainless Steel grade 302, 304, or 316 steel in accordance with approved shop drawing
---|---
Locking and Latching Mechanism Hardware and Bolts | In accordance with approved shop drawings

9-29.2(1)A2 Non-Concrete Junction Boxes
Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life expectancy as portland cement concrete in a direct burial application.

Type 1, 2, and 8 non-concrete junction boxes shall have a Design Load of 22,500 pounds and shall be tested in accordance with Section 9-29.2(5). Non-concrete junction boxes shall be gray in color and have an open bottom design with approximately the same inside dimensions, and present a load to the bearing surface that is less than or equal to the loading presented by the concrete junction boxes shown in the Standard Plans. Non-concrete junction box lids shall include a pull slot and embedded 6 by 6 by ¼-inch steel plate, and shall be secured with two ½ inch stainless steel Penta-head bolts recessed into the cover. The tapped holes for the securing bolts shall extend completely through the box to prevent accumulation of debris. Bolts shall conform to ASTM F593, stainless steel.

9-29.2(1)B Heavy-Duty Junction Boxes
The first paragraph is revised to read:

Heavy-Duty Junction Boxes are defined as Type 4, 5, and 6 junction boxes and shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(5).

9-29.2(1)C Testing Requirements
This section is deleted in its entirety.

9-29.2(2) Small Cable Vaults, Standard Duty Cable Vaults, Standard Duty Pull Boxes, and Heavy Duty Pull Boxes
This section, including title, is revised to read:

9-29.2(2) Cable Vaults and Pull Boxes
Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lids for Cable Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings for all components, including concrete box, Cast Iron Ring, Ductile Iron Lid, Steel Rings, and Lid. In addition, the shop drawings shall show placement of reinforcing steel, knock outs, and any other appurtenances. The shop drawing shall be prepared by or under the direct supervision of a
Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural. Each sheet shall carry the following:

1. Professional Engineer’s original signature, date of signature, original seal, and registration number. If a complete assembly drawing is included which references additional drawing numbers, including revision numbers for those drawings, then only the complete assembly drawing is required to be stamped.

2. The initials and dates of all participating design professionals.

3. Clear notation of all revisions including identification of who authorized the revision, who made the revision, and the date of the revision.

Design calculations shall carry on the cover page, the Professional Engineer’s original signature, date of signature, original seal, and registration number.

For each type of box or whenever there is a change to the Cable Vault or Pull box design, a proof test, as defined in this Specification, shall be performed and new shop drawings submitted.

9-29.2(2)A Small Cable Vaults, Standard Duty Cable Vaults, and Standard Duty Pull Boxes

This section’s title is revised to read:

9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes

The first paragraph is revised to read:

Standard Duty Cable Vaults and Pull Boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with Section 9-29.2(5). For the purposes of this Section, Small Cable Vaults are considered a type of Standard Duty Cable Vault.

The first sentence of the second paragraph is revised to read:

Concrete for Standard Duty Cable Vaults and Pull Boxes shall have a minimum compressive strength of 4,000 psi.

The first sentence of the third paragraph is revised to read:

All Standard Duty Cable Vaults and Pull Boxes placed in sidewalks, walkways, and shared-use paths shall have slip-resistant surfaces.

The fourth paragraph (up until the colon) is revised to read:

Materials for Standard Duty Cable Vaults and Pull Boxes shall conform to the following:

9-29.2(2)B Heavy-Duty Cable Vaults and Pull Boxes

The first paragraph is revised to read:
Heavy-Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4,000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(5).

9-29.2(3) Structure Mounted Junction Boxes
The first and second paragraphs are revised to read:

Surface mounted junction boxes and concrete embedded junction boxes installed in cast-in-place structures shall be stainless steel NEMA 4X.

Concrete embedded junction boxes installed in structures constructed by slip forming shall be stainless steel NEMA 3R and shall be adjustable for depth, with depth adjustment bolts, which are accessible from the front face of the junction box with the lid installed.

9-29.3(1) Fiber Optic Cable
This section is revised to read:

All fiber optic cables shall be single mode fiber optic cables unless otherwise specified in the Contract. All fiber optic cables shall meet the following requirements:

1. Compliance with the current version of ANSI/ICEA S-87-640. A product data specification sheet clearly identifying compliance or a separate letter from manufacturer to state compliance shall be provided.

2. Cables shall be gel free, loose tube, low water peak, and all dielectric with no metallic component.

3. Cables shall not be armored unless specified in the Contract.

4. Cables shall be approved for mid-span entries and be rated by the manufacturer for outside plant (OSP) use, placement in underground ducts, and aerial installations.

5. Fiber counts shall be as specified in the Contract.

6. Fibers and buffer tubes shall be color coded in accordance with the current version of EIA/TIA-598.

7. Fibers shall not have any factory splices.

8. Outer Jacket shall be Type M (Medium Density Polyethylene). Outer jacket shall be free from holes, splits, blisters, or other imperfections and must be smooth and concentric as is consistent with the best commercial practice.

9. A minimum of one (1) rip cord is required for each cable.

10. Cable markings shall meet the following additional requirements:

   a. Color shall be white or silver.
b. Markings shall be approximately 3 millimeters (118 mils) in height, and dimensioned and spaced to produce good legibility.

c. Markings shall include the manufacturer's name, year of manufacture, the number of fibers, the words "OPTICAL CABLE", and sequential length marks.

d. Sequential length markings shall be in meters or feet, spaced at intervals not more than 1 meter or 2 feet apart, respectively.

e. The actual cable length shall not be shorter than the cable length marking. The actual cable length may be up to 1% longer than the cable length marking.

f. Cables with initial markings that do not meet these requirements will not be accepted and may not be re-marked.

11. Short term tensile strength shall be a minimum of 600 pounds (1lbs). Long term tensile strength shall be a minimum of 180 pounds (1bs). Tensile strength shall be achieved using a fiberglass reinforced plastic (FRP) central member and / or aramid yarns.

12. All cables shall be new and free of material or manufacturing defects and dimensional non-uniformity that would:

   a. Interfere with the cable installation using accepted cable installation practices;

   b. Degrade the transmission performance or environmental resistance after installation;

   c. Inhibit proper connection to interfacing elements;

   d. Otherwise yield an inferior product.

13. The fiber optic cables shall be shipped on reels with a drum diameter at least 20 times the diameter of the cable, in order to prevent damage to the cable. The reels shall be substantial and constructed so as to prevent damage during shipment and handling. Reels shall be labeled with the same information required for the cable markings, with the exception that the total length of cable shall be marked instead of incremental length marks. Reels shall also be labeled with the type of cable.

This section is supplemented with the following new subsection:

9-29.3(1)B Multimode Optical Fibers
Where multimode fiber optic cables are specified in the Contract, the optical fibers shall be one of the following types, as specified in the Contract:
a. Type OM1, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 62.5 µm.

b. Type OM2, meeting the requirements of EIA/TIA 492-AAAB-A or ISO/IEC 11801. The fiber core diameter shall be 50 µm.

All multimode optical fibers shall have a maximum attenuation of 3.0 dB/km at 850nm and 1.0 dB/km at 1300nm. Completed cable assemblies shall be rated for 1000BaseLX Ethernet communications.

9-29.3(1A) Singlemode Fiber Optic Cable
This section is revised to read:

Single-Mode optical fibers shall be EIA/TIA 492-CAAB or ISO/IEC 11801 Type OS2, low water peak zero dispersion fibers, meeting the requirements of ITU-T G.652.D.

9-29.6 Light and Signal Standards
The third paragraph is revised to read:

Light standard, signal standards, slip base hardware and foundation hardware shall be hot dip galvanized in accordance with AASHTO M 111 and AASHTO M 232. Where colored standards are required, standards shall be powder-coated after galvanizing in accordance with Section 6-07.3(11). The standard color shall be as specified in the Contract.

9-29.6(1) Steel Light and Signal Standards
In the first paragraph, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

9-29.6(2) Slip Base Hardware
In this section, “ASTM A325” is revised to read “ASTM F3125 Grade A325”.

9-29.7(2) Fused Quick-Disconnect Kits
The table is supplemented with the following new row:

| LED* | 10A | 10A | 20A |

The following footnote is inserted after the table:

* Applies to all LED luminaires, regardless of wattage. Fuses for LED luminaires shall be slow blow.

9-29.10 Luminaires
The first sentence of the third paragraph is revised to read:

All luminaires shall be provided with markers for positive identification of light source type and wattage in accordance with ANSI C136.15-2011, with the exception that LED luminaires shall be labeled with the wattage of their conventional luminaire equivalents – the text “LED” is optional.

The table in the fourth paragraph is revised to read:
<table>
<thead>
<tr>
<th>Conventional Lamp Wattage</th>
<th>Conventional Wattage Legend</th>
<th>Equivalent LED Legend</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>7</td>
<td>7E</td>
</tr>
<tr>
<td>100</td>
<td>10</td>
<td>10E</td>
</tr>
<tr>
<td>150</td>
<td>15</td>
<td>15E</td>
</tr>
<tr>
<td>175</td>
<td>17</td>
<td>17E</td>
</tr>
<tr>
<td>200</td>
<td>20</td>
<td>20E</td>
</tr>
<tr>
<td>250</td>
<td>25</td>
<td>25E</td>
</tr>
<tr>
<td>310</td>
<td>31</td>
<td>31E</td>
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<tr>
<td>400</td>
<td>40</td>
<td>40E</td>
</tr>
<tr>
<td>700</td>
<td>70</td>
<td>70E</td>
</tr>
<tr>
<td>750</td>
<td>75</td>
<td>75E</td>
</tr>
<tr>
<td>1,000</td>
<td>X1</td>
<td>X1E</td>
</tr>
</tbody>
</table>

9-29.13(10)C NEMA Controller Cabinets
Item number 6 of the first paragraph is revised to read:

6. LED light strips shall be provided for cabinet lighting. Each LED light strip shall be approximately 12 inches long, have a minimum output of 320 lumens, and have a color temperature of 4100K (cool white) or higher. Two light strips shall be provided. One light strip shall be ceiling mounted and oriented parallel to the door face. The second light strip shall be mounted under the lower shelf, such that the output terminal landings are illuminated. Lighting shall not interfere with the proper operation of any other ceiling or shelf mounted equipment. All lighting fixtures shall energize automatically when any door is opened. Each door switch shall be labeled “Light”.

9-29.13(10)D Cabinets for Type 170E and 2070 Controllers
Item number 6 of the first paragraph is revised to read:

6. LED light strips shall be provided for cabinet lighting, powered from the Equipment breaker on the Power Distribution Assembly. Each LED light strip shall be approximately 12 inches long, have a minimum output of 320 lumens, and have a color temperature of 4100K (cool white) or higher. There shall be two light strips for each rack within the cabinet. Lighting shall be ceiling mounted – rack mounted lighting is not permitted. One light strip shall be installed above the front of the rack, oriented parallel to the door face, and placed such that the front of the rack and the rack mounted equipment is illuminated. The second light strip shall be installed above the rear of the rack, oriented perpendicular to the door face, and placed such that the interior of the rack is illuminated. Lighting shall not interfere with the proper operation of any other ceiling mounted equipment. All lighting fixtures above a rack shall energize automatically when either door to that respective rack is opened. Each door switch shall be labeled “Light”.

9-29.13(12) ITS Cabinet
Item number 6 of the first paragraph is revised to read:

6. LED light strips shall be provided for cabinet lighting, powered from the Equipment breaker on the Power Distribution Assembly. Each LED light strip shall be
approximately 12 inches long, have a minimum output of 320 lumens, and have a color temperature of 4100K (cool white) or higher. There shall be two light strips for each rack within the cabinet. Lighting shall be ceiling mounted – rack mounted lighting is not permitted. One light strip shall be installed above the front of the rack, oriented parallel to the door face, and placed such that the front of the rack and the rack mounted equipment is illuminated. The second light strip shall be installed above the rear of the rack, oriented perpendicular to the door face, and placed such that the interior of the rack is illuminated. Lighting shall not interfere with the proper operation of any other ceiling mounted equipment. All lighting fixtures above a rack shall energize automatically when either door to that respective rack is opened. Each door switch shall be labeled “Light”.

9-29.25 Amplifier, Transformer, and Terminal Cabinets
Item 2C is revised to read:

c. Transformer up to 12.5 KVA 20” 48” 24”
  Transformer 12.6 to 35 KVA 30” 60” 32”

The following new sentence is inserted before the last sentence of item number 10:

There shall be an isolation breaker on the input (line) side of the transformer, and a breaker array on the output (load) side.

Section 9-30, Water Distribution Materials
August 7, 2017

9-30.6(3) Service Pipes
This section is supplemented with the following new subsection:

9-30.6(3)C PEX-a Tubing
PEX-a tubing shall be a minimum of ¾-inch or a maximum 2-inch in diameter and shall be manufactured in accordance with AWWA C904 and ASTM F876. The tubing shall have a minimum materials designation code of 3306 in accordance with ASTM F876, a pressure rating of 200 psi at 73.4 degrees using a design factor of 0.63 as outlined in PPI TR-3, Part F-7, and shall have a minimum SDR of 9. Tubing color shall be blue in accordance with APWA Uniform color standards.

9-30.6(4) Service Fittings
This section is supplemented with the following new paragraph:

Fittings for PEX-a tubing shall meet the requirements of AWWA C904.

Section 9-31, Elastomeric Pads
August 7, 2017

This section, including title, is revised to read:
9-31 Fabricated Bridge Bearing Assemblies
9-31.1 Steel Plates and Bars
Steel plates and bars, including anchor array templates, shall conform to
ASTM A 36.

Recessed steel surfaces retaining PTFE shall have an average surface roughness
of 250-microrinches or less.

Steel surfaces in contact with pre-formed fabric pad or polyether urethane disc
shall have an average surface roughness of 250-microrinches or less.

Steel surfaces in contact with stainless steel sheet, or with the bearing block of a
pin bearing assembly, shall have an average surface roughness of
125-microrinches or less.

All other steel surfaces in contact with other fabricated bridge bearing assembly
components shall have an average surface roughness of 250-microrinches or less.

9-31.2 Stainless Steel
Stainless steel sheet shall conform to ASTM A 240 Type 304L. Stainless steel in
contact with PTFE shall be polished to a Number 8 mirror finish. Stainless steel
sheet for fabric pad bearing assemblies shall have a thickness greater than or
equal to 14-gage.

Stainless steel countersunk screws shall be hexagon socket type conforming to
the geometric requirements of ANSI B 18.3 and shall conform to ASTM F 593
Type 304L.

9-31.3 Bearing Blocks and Keeper Rings
Bearing block forgings for pin bearing assemblies shall conform to
Section 9-06.11, including AASHTO M 102 Supplemental Requirement S4. The
grade shall be Grade F. The bearing block forging surfaces in contact with other
pin bearing assembly components shall have an average surface roughness of
63-microrinches or less. All other bearing block forging surfaces shall have an
average surface roughness of 250-microrinches or less.

Keeper ring forgings for pin bearing assemblies shall conform to Section 9-06.11,
and the grade shall be Grade H. All keeper ring surfaces shall have an average
surface roughness of 125-microrinches or less.

9-31.4 Pin Assembly
Pins shall conform to ASTM A 276 UNS Designation 21800. The pin surfaces in
contact with the bearing block shall have an average surface roughness of
63-microrinches or less.

Nuts shall conform to ASTM A 563 Grade DH. Nuts with a thread diameter equal
to or less than six-inches shall have a minimum Rockwell Hardness of HRc 24.
Nuts with a thread diameter greater than six-inches shall have a Rockwell
Hardness between HRc 20 and HRc 30.

Washers shall conform to ASTM A 572 Grade 50.
Cotter pins shall be stainless steel.

9-31.5 Welded Shear Connectors
Welded shear connectors shall conform to Section 9-06.15.

9-31.6 Bolts, Nuts and Washers
Bolts, nuts and washers shall conform to Section 9-06.5(3).

9-31.7 Anchor Array Rods, Nuts and Washers
Anchor array rods, nuts and washers shall conform to Section 9-06.5(4). The top 1'-0", minimum, of the exposed end of the anchor rods, and the associated nuts and washers, shall be galvanized in accordance with AASHTO M 232 or ASTM F 2329 as applicable.

Pipe sleeves for anchor array templates shall conform to ASTM A 53 Grade B Type E or S, black.

9-31.8 Bearing Pads
9-31.8(1) Elastomeric Pads
Elastomeric pads shall conform to the requirements of AASHTO M251 unless otherwise specified in the Plans or Special Provisions. The elastomer shall be low-temperature Grade 3 and shall not contain any form of wax. Unless otherwise specified in the Plans or Special Provisions, the elastomer shall have a shear modulus of elasticity of 165 psi at 73°F.

All elastomeric pads with steel laminates shall be cast as units in separate molds and bonded and vulcanized under heat and pressure. Corners and edges of molded pads may be rounded at the option of the Contractor. Radius at corners shall not exceed \( \frac{3}{8} \) inch, and radius of edges shall not exceed \( \frac{1}{8} \) inch. Elastomeric pads shall be fabricated to meet the tolerances specified in AASHTO M251.

Shims contained in laminated elastomeric pads shall be mill rolled steel sheets not less than 20 gage in thickness with a minimum cover of elastomer on all edges of:

\[
\begin{align*}
\frac{1}{4} \text{ inch for pads less than or equal to 5 inches thick and}, \\
\frac{1}{2} \text{ inch for pads greater than 5 inches thick.}
\end{align*}
\]

Steel shims shall conform to ASTM A1011, Grade 36, unless otherwise noted. All shim edges shall be ground or otherwise treated so that no sharp edges remain.

9-31.8(2) Polytetrafluoroethylene (PTFE)
PTFE shall be unfilled (100-percent virgin) PTFE or fiberglass fiber filled PTFE (or woven fabric PTFE for disc or spherical bearing assemblies) conforming to Section 18.8 of the AASHTO LRFD Bridge Construction Specifications, and the following additional requirements:
1. PTFE shall be unfilled (100-percent virgin) PTFE except where filled PTFE is specified in the Plans.

2. Filled PTFE shall be composed of PTFE resin uniformly blended with 15-percent maximum fiberglass fiber.

3. The substrate shall limit the flow (elagation) of the confined PTFE to not more than 0.009-inch under a pressure of 2,000 psi for 15-minutes at 78°F for a two-inch by three-inch test sample.

4. Unfilled PTFE shall have a hardness of 50 to 65 Durometer D, at 78°F, in accordance with ASTM D 2240.

5. The PTFE may be dimpled.

9-31.8(3) Pre-Formed Fabric Pad
Pre-formed fabric pads shall be composed of multiple layers of duck, impregnated and bound with high-quality oil resistant synthetic rubber, compressed into resilient pads. The pre-formed fabric pads shall conform to MIL C 882 and the following additional requirements:

1. The pre-formed fabric pad shall have a shore A hardness of 90 ± 5 in accordance with ASTM D 2240.

2. The number of plies shall be as required to produce the specified thickness after compression and vulcanization.

9-31.9 Polyether Urethane
Polyether urethane shall be a molded polyether urethane compound conforming to the following properties:

<table>
<thead>
<tr>
<th>Physical Properties</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardness, Type D durometer</td>
<td>ASTM D 2240</td>
</tr>
<tr>
<td>Minimum tensile stress, ksi</td>
<td></td>
</tr>
<tr>
<td>At 100-percent elongation</td>
<td>ASTM D 412</td>
</tr>
<tr>
<td>At 200-percent elongation</td>
<td></td>
</tr>
<tr>
<td>Minimum tensile strength, ksi</td>
<td></td>
</tr>
<tr>
<td>Minimum ultimate elongation, percent</td>
<td></td>
</tr>
<tr>
<td>Maximum compression set (22 hours at 158°F) Method B, percent</td>
<td>ASTM D 395</td>
</tr>
<tr>
<td></td>
<td>40 40 40</td>
</tr>
</tbody>
</table>

Required minimums for tensile stress at specific elongations, tensile strength, ultimate elongation, and compression set may be interpolated for durometer hardness values between 45 and 55, and 55 and 65.

9-31.10 Silicone Grease
Silicone grease for use with dimpled PTFE shall conform to SAE AS 8660.

9-31.11 Epoxy Gel
Epoxy gel shall be Type 1, Grade 3, Class A, B, or C, conforming to Section 9-26.1.
9-31.12 Resin Filler
Resin filler shall be a two-component, resin and catalyst, liquid thermoset material, with the following properties:

1. The viscosity of the resin-catalyst mixture shall be 35,000 ± 5,000cP at 75°F immediately after mixing.

2. The flash point shall be 100°F minimum.

3. After mixing, the resin-catalyst mixture shall be pourable for a minimum of 8-minutes at 60°F and shall harden in 15-minutes maximum. Heating of the mixture to a maximum temperature of 250°F after placement is permissible to obtain a full cure.

The properties of the cured resin-catalyst mixture shall be:

1. The fully cured compressive strength shall be 12,000 psi, minimum.

2. The maximum allowable shrinkage shall be 2-percent. To control shrinkage, an inert filler may be used in the resin provided the specified viscosity requirements are met.

3. The hardness shall be between 40 and 55 in accordance with ASTM D 2583.

The resin and catalyst components shall be supplied in separate containers.

Section 9-35, Temporary Traffic Control Materials
August 7, 2017

9-35.12 Transportable Attenuator
The second sentence of the first paragraph is revised to read:

The transportable attenuator shall be mounted on, or attached to, a host vehicle that complies with the manufacturer’s recommended weight range.

9-35.14 Portable Temporary Traffic Control Signal
The last sentence of the eighth paragraph is revised to read:

A highly retroreflective yellow strip, 1 inch wide, shall be placed around the perimeter of the face of all vehicle signal backplates to project a rectangular image at night toward oncoming traffic.
Special Provisions
INTRODUCTION TO THE SPECIAL PROVISIONS

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

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

The project-specific Special Provisions are labeled with asterisks (******). The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

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

Also incorporated into the Contract Documents by reference are:

- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- ***Sign Fabrication Manual, WSDOT, Current Edition***
- ***The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) and the amendments thereto. See Appendix B for a copy of FHWA-1273.***
- Applicable sections of the Federal Acquisition Regulations (FAR) are a part of this Contract by reference. Access the entire FAR regulations at the following website:
  
  [http://acquisition.gov/far/](http://acquisition.gov/far/)

- The FAR sections specific to the American Recovery and Reinvestment Act and applicable to the work covered in Proposal No. 1 (Schedule A) only, include:
  
  - 52.204-6 Data Universal Numbering System (DUNS) Number.
  - 52.204-7 Central Contractor Registration.
  - 52.204.10 Reporting Subcontractor Awards

Contractor shall obtain copies of these publications, at Contractor’s own expense.
DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(******)

Work consists of expanding and enhancing impacted wetlands, expanding the wetland buffer, enhancing stream and wetland buffers, and restoring temporarily impacted wetland buffers to pre-construction conditions.

1-01 DEFINITIONS AND TERMS

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

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

Dates

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

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

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

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

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

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

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

**Final Acceptance Date**
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

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

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

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

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

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

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

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

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

**Contract Documents**
See definition for “Contract”.

**Contract Time**
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.
Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)
Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11” x 17”)</td>
<td>3</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>3</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22” x 34”)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

1-02.12 Public Opening of Proposals
Section 1-02.12 is supplemented with the following:

(******)
Date of Opening Bids
Sealed bids are to be received as specified in the Notice to Bidders.
The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).
1-04 SCOPE OF THE WORK

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

(March 13, 2012 APWA GSP)

Section 1-04.2 is supplemented with the following:

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

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

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

(*******)

Roadway and Utility Surveys

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

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

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

Add the following new section:

(*-----*)

1-05.5 As-Built Record Drawings New Section

At the close of the project, the Contractor shall furnish to the Engineer one complete set of as-built drawings. The as-built drawings shall include all material installed by the Contractor regardless of bid schedule. As-built drawings shall be legible redline markups showing all as-constructed revisions from the original Plans and Specifications. Plans will also identify any existing underground utilities not shown on the Plans and encountered during the construction. No separate measurement or payment will be made for this work.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

Buy America
(August 6, 2012 WSDOT GSP, Option A)

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

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

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

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

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.
Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
   a. Open hearth furnace.
   b. Basic oxygen.
   c. Electric furnace.
   d. Direct reduction.

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

3. Fabrication of the products.
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Section 1-07.1 is supplemented with the following:

(******)

Indian Preference and Tribal Ordinances

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

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact Debbie Bray at (360) 716-5024.
The Tulalip Tribes of Washington has the sovereign authority over the lands of the Tulalip Indian Reservation and has the authority to enact and enforce its laws, ordinances, codes, and regulations. The Contractor shall comply and cooperate with the Tribes and its representatives. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

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

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

TERO Participation shall be evaluated as follows:

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

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

1. Count the entire amount of the portion of the contract that is performed by the Tulalip Tribal owned or Indian-owned enterprise or organization's own forces. Include the cost of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for the work of the contract, including supplies purchased or equipment leased by the Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing resources of the Prime Contractor or its affiliates will not be counted toward Tulalip Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations, a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a Tulalip Tribal
Member NAOB or NAOB’s ability to perform a Commercially Useful Function (See discussion of CUF, below).

2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member NAOB or NAOB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.

3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal Member NAOB or NAOB’s lower tier subcontractor is also a Tulalip Tribal Member NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal Member NAOB or NAOB contracting requirement.

4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal owned or Indian-owned enterprise or organization, then that portion of the work further subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement, so long as it is a distinct clearly defined portion of the work of the subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a commercially useful function with its own forces.

5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or Indian-owned enterprise or organization after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime contractor’s actions did not influence the Tulalip Tribal-owned or Indian-owned enterprise’s or organization’s decertification.

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

1. A Tulalip Tribal Member NAOB or NAOB performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the Tulalip Tribal Member NAOB or NAOB must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself. Two party checks are not allowed.

2. A Tulalip Tribal Member NAOB or NAOB does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Tulalip Tribal Member NAOB or NAOB participation.
**Trucking**

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

1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.

2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

4. For purposes of this paragraph a lease must indicate that the Tulalip Tribal-owned or Indian-owned enterprise or organization has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Tulalip Tribal Member NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB or NAOB absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Tulalip Tribal Member NAOB or NAOB.

5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from another Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member NAOB or NAOB owner-operator receives credit for the total value of the transportation services the lessee Tulalip Tribal Member NAOB or NAOB provides on the contract.

6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is a non-Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from a non-Tulalip Tribal Member NAOB or NAOB or employs a non-Tulalip Tribal Member NAOB or NAOB owner-operator is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The Tulalip Tribal Member NAOB or NAOB does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a Tulalip Tribal Member NAOB or NAOB.

7. In any lease or owner-operator situation, as described in paragraphs 5 and 6 above, the following rules shall apply:
   - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor’s name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.
   - Only the vehicle, (not the operator) is leased or rented. Does not apply to owner-operator arrangements.
8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be credited, Tulalip Tribal Member NAOB or NAOB trucking firms must be covered by a subcontract or a written agreement approved by the Contracting Agency prior to performing their portion of the work.

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

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

**Manufacturer**

1. Counting

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

2. Definition

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

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

**Regular Dealer**

1. Counting

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

2. Definition

   a) To be a regular dealer, the firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the
general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

c) Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers.

Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to TERO. TERO must be in receipt of this request at least seven (7) calendar days prior to bid opening. Included in the request shall be a full description of the project, type of business operated by the Tulalip Tribal Member NAOB or NAOB, and the manner the Tulalip Tribal Member NAOB or NAOB will operate as a regular dealer on the specific contract. Once the request is reviewed by TERO, the Tulalip Tribal Member NAOB or NAOB supplier requesting it will be notified in writing whether regular dealer status was approved. Tulalip Tribal Member Native American Owned Business or Native American Owned Business that are approved as regular dealers for a contract (whenever possible) will be listed on the Tulalip Tribes TERO’s Native American Owned Business (NAOB) registry Internet Homepage at: www.tulaliptero.com/Home/ Contractors/NAOBRegistryReport.aspx prior to the time of bid opening. In addition, bidders may request confirmation of the Tulalip Tribal Member NAOB or NAOB supplier’s approval to operate as a regular dealer on a specific contract by writing the TERO Department, 6406 Marine Drive, Tulalip, WA 98271 or by phone at (360) 716-4747. Use of a supplier that has not received approval as a regular dealer prior to bid opening will result in the bid being declared nonresponsive, unless the contribution of the regular dealer was not necessary to meet the project requirement.

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

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

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

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

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

**Procedures Between Award and Execution**

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

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

1. Additional information for all successful Tulalip Tribal-owned and Indian-owned Enterprises as shown on the Tulalip Tribal-owned and Indian-owned Enterprise Utilization Certification:
   - Correct business name, federal employee identification number (if available), and mailing address.
   - List of all bid items assigned to each successful Tulalip Tribal-owned or Indian-owned Enterprise firm, including unit prices and extensions.
   - Description of partial items (if any) to be sublet to each successful Tulalip Tribal-owned or Indian-owned Enterprise firm specifying the distinct elements of work under each item to be performed by the Tulalip Tribal-owned or Indian-owned Enterprise and including the dollar value of the Tulalip Tribal-owned or Indian-owned Enterprise portion.
   - Submit evidence of certification for the Tulalip Tribal-owned or Indian-owned Enterprise.
Total amounts shown for each Tulalip Tribal-owned and Indian-owned Enterprise shall not be less than the amount shown on the Utilization Certification. This submittal, showing the Tulalip Tribal-owned and Indian-owned Enterprise work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal-owned and Indian-owned Enterprise Utilization Certification or that demonstrates a lesser amount of Tulalip Tribal-owned or Indian-owned Enterprise participation than that included in the Certification will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.

Procedures After Execution

Reporting

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

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

Damages for Noncompliance

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

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

1-07.2 State Taxes

Section 1-07.2 is revised to read:

(******)

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The
The Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WA 458-20-192). This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from The Tulalip Tribes.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

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

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

1-07.9 Wages
1-07.9(1) General

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

(January 6, 2017 WSDOT GSP Option 1)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA170001.

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

(April 2, 2007 WSDOT GSP OPT 4)
Application of Wage Rates For The Occupation Of Landscape Construction
State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

1-07.11 Requirements for Nondiscrimination

Section 1-07.11 is supplemented with the following:

(June 1, 2017 WSDOT GSP, Option 2)
Disadvantaged Business Enterprise Participation
The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation monthly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

DBE Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract, or, persons/companies who arrange or expedite transactions.

Certified Business Description – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.


Commercially Useful Function (CUF)
49 CFR 26.55(c)(1) defines commercially useful function as: “A DBE 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 DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.”

**Contract** – For this Special Provision only, this definition supplements Section 1-01.3. 49 CFR 26.5 defines contract as: “…a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.”

**Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

**Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers’ representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

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

**Affirmative Efforts to Solicit DBE Participation**
The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

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

3. Participate with a DBE as a joint venture.

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

Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed, and the firm performs a commercially useful function (CUF).

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

DBE participation is only credited upon payment to the DBE.

**Crediting DBE Participation**

All DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

The following are some definitions of what may be counted as DBE participation.

**DBE Prime Contractor**

Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

**DBE Subcontractor**

Only take credit for that portion of the total dollar value of the subcontract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor’s resources available to DBE subcontractors at no cost, shall not be credited.

DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor’s payment to the DBE is not allowed.

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be credited only if the DBE’s Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be credited.
Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF on the contract.

**DBE Subcontract and Lower Tier Subcontract Documents**
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

**DBE Service Provider**
The value of fees or commissions charged by a DBE Broker, a DBE behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

**Temporary Traffic Control**
If the DBE firm is being utilized in the capacity of only “Flagging”, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of “Traffic Control Services”, the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project. In addition, if the DBE firm utilizes the Contractor’s equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

**Trucking**
DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier. In situations where the DBE’s work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling.

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

The DBE may lease additional trucks from another DBE firm. The Work that a DBE trucking firm performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project. The DBE may lease trucks from a non-DBE truck leasing
company, but can only receive credit as DBE participation if the DBE uses its own employees as drivers.

DBE credit for a truck broker is limited to the fee/commission that the DBE receives for arranging transportation services.

Truck registration and lease agreements shall be readily available at the project site for the Engineer review.

**DBE Manufacturer and DBE Regular Dealer**

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE Manufacturer can count as DBE participation.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited as DBE participation. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

Regular Dealer DBE firms must be approved before being used on a project. The WSDOT Approved Regular Dealer list published on WSDOT’s Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. The Regular Dealer must submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on the specific project.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the 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, can count as DBE participation provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward as DBE participation.

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

**Procedures Between Award and Execution**

After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder’s Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

**Note:** The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.
**Procedures After Execution**

**Commercially Useful Function (CUF)**

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform “all” of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward UDBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Engineer.

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE shall with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE’s payroll.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the DBE.

**Joint Checking**

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.
A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must “be responsible for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself.” The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier is not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE’s participation as it relates to the material cost.

**Prompt Payment**
Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt Payment requirements apply to progress payments as well as return of retainage.

**Reporting**
The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this Contract.

**Decertification**
When a DBE is “decertified” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

**Consequences of Non-Compliance**
Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Payment
Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

(June 1, 2017 WSDOT GSP, Option 6)
Small Business Enterprise Participation
The Small Business Enterprise (SBE) Program is an element of the Disadvantaged Business Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part 26.39. As such, the requirements of this contract establish affirmative efforts to utilize SBE certified firms on construction projects. No preference will be included in the evaluation of Bids/Proposals. No minimum level of SBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

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

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

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

For SBE Participation Plan Drafting Guidelines, please visit:

\www.wsdot.wa.gov\equalopportunity

Prompt Payment
Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt payment requirements apply to progress payments as well as return of retainage.

Required SBE Reporting
The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

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

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

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(January 25, 2016 WSDOT GSP, Option 1)

Required Federal Aid Provisions
The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT Option 2)

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

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

*** No known utilities were identified in this project area. However, it is the responsibility of the Contractor to request locates and identify if conflicts exist prior to the start of work. ***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.
The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor’s use:

***
Frontier Communications  Frontier Communications
3831 204th Street SW  1800 41st Street
Lynnwood, WA 98036  Everett, WA 98201
Attn: Kim Swenstad  Attn: Ashley Charouhas
(425) 712-3211  (425) 261-6282

Snohomish County Public Utilities  Tulalip Broadband
District (PUD)  8825 Quil Ceda Boulevard, Suite O
210 E Division Street  Tulalip, WA 98271
Arlington, WA 98223  Attn: Richard Brown
Attn: Nick Fadich  (360) 654-3270
(360) 435-7500

Tulalip Technology Data Services  Verizon
8825 Quil Ceda Boulevard, Suite O  OSP Engineering
Tulalip, WA 98271  PO Box 1003
Attn: Gregory Keith  Everett, WA 98200
Attn: Tim Rennick  (425) 263-4034 ***
(360) 654-2233

1-07.18 Public Liability and Property Damage Insurance

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

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

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive,
the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- ***Parametrix, Inc.
- Materials Testing Consultants, Inc.***

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

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.
All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

- $1,000,000 Combined single limit each accident

1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

(January 2, 2012 WSDOT GSP OPT 2)
Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor’s operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance
Section 1-07.23(1) is supplemented with the following:

(******)

Lane closures are subject to the following restrictions:

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

It is not anticipated that lane closures will be necessary. However, during working hours, the Contractor may close one lane of traffic in accordance with an approved temporary traffic control plan.

If the Engineer determines the permitted lane closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the lane closure hours.

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

Complete closure of the access roadway to the Administration Building shall not be permitted.

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.
Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsection:

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

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

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

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

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

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

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

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

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

*(******)*

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

**Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor’s interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor’s Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor’s work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
   a. Withholding of payments until the Prime Contractor or Subcontractor complies
   b. Failure to comply shall be reflected in the Prime Contractor’s Performance Evaluation
c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

d. Other sanctions as provided by the subcontract or by law under applicable prompt pay statutes.

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

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

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

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

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

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(******)
The schedule A project shall be physically completed within *** 30 *** working days.

((September 12, 2016 APWA GSP, Option A))

Revise the third and fourth paragraphs to read:

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

   a. Certified Payrolls (per Section 1-07.9(5)).

   b. Material Acceptance Certification Documents

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

   d. Final Contract Voucher Certification

   e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors

   f. Property owner releases per Section 1-07.24
1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor’s total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

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

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

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.
Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

(March 13, 2012 APWA GSP)
Supplement this section with the following:

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

1-09.9(1) Retainage

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

(June 27, 2011 WSDOT GSP Option 1)
Vacant

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

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

(******)
Traffic control plans have not been provided. The Contractor shall provide site-specific traffic control plans to the Owner for review and approval if it is necessary to close a lane of traffic on the access road to the Administration Building. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Plans shall be in accordance with the MUTCD and the WSDOT “Work Zone Traffic Control Guidelines”. A minimum of 10 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Location, legend, and size for all signage.
- Location of flagger stations.
- Lane closure tapers.
- Identification and spacing for traffic control devices.
The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor’s operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017 WSDOT GSP Option 1)
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

END OF DIVISION 1
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DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(******)
This work includes clearing and grubbing and/or selectively clearing, grubbing, and pruning to accommodate the work and to preserve desirable vegetation.

2-01.2 Disposal of Usable Material and Debris

2-01.2(3) Disposal Method No. 3 – Chipping

Section 2-01.2(3) is supplemented with the following:

(NWR November 10, 2014 Option 2)
Disposal Method No. 3 – Chipping
Materials removed from the site shall be chipped and used within the project as mulch. Woodchips shall be placed as indicated in the Plans or as designated by the Engineer.

2-01.3 Construction Requirements

Section 2-01.3 is supplemented with the following:

(NWR August 31, 2015 Option 1)
The Contractor shall protect the root systems of the existing vegetation designated to be saved during clearing and grubbing activities. The Contractor's operations shall be conducted so vehicles and equipment do not operate, haul, park, or perform other activity within the drip line of vegetation designated to be saved.

(NWR November 10, 2014 Option 5)
Selective Clearing, Grubbing, and Pruning
The Contractor shall selectively clear, grub, and prune Unwanted Vegetation as listed in Section 2-01.3(1) within the existing desirable vegetation at the locations shown in the Plans or as directed by the Engineer.

The Contractor shall exercise care to not damage existing desirable vegetation. Work shall only commence when each day's activity has been reviewed and approved on site by the Engineer.

The Contractor shall remove or dispose of the debris in accordance with Section 2-01.2.

After Selective Clearing, Grubbing, and Pruning, further weed control in these area shall be performed under the PSIPE planting bid items.
2-01.3(1) Clearing

Section 2-01.3(1) is supplemented with the following:

(******)

Unwanted Vegetation

In addition to noxious weeds, unwanted vegetation within roadside and mitigation areas throughout the project limits includes:

- Butterfly bush (*Buddleia* spp.)
- Canadian thistle (*Cirsium arvense*)
- Common reed (*Phragmites australis*)
- Evergreen blackberry (*Rubus laciniatus*)
- Giant hogweed (*Heracleum Mantegazzianum*)
- Hedge bindweed (*Calystegia sepium*)
- Himalayan blackberry (*Rubus discolor* or *R. procerus*)
- Knotweed (*Polygonum cuspidatum, P. bohemicum, P. sachalinense, P.polystachyum*)
- Purple loosestrife (*Lythrum salicaria*)
- Reed Canarygrass (*Phalaris arundinacea*)
- Scotch broom (*Cytisus scoparius*)

The Contractor shall include the proposed timing of this work in the progress schedule in accordance with Section 1-08.3. The Weed and Pest Control Plan as specified in Section 8-02.3(2) shall be submitted and approved prior to beginning this work.

Herbicide applications shall be made between March 1 and September 30. Two weeks or more after the first herbicide application and prior to clearing and grubbing, the Contractor shall cut and clear dead vegetation to ground level and dispose of it outside of the project limits.

The second application shall be made after eight weeks or when the vegetation has regrown to a minimum of six inches in height, whichever comes first. The second application shall be performed after vegetation is showing new herbaceous growth and a minimum of two weeks prior to clearing and grubbing at the specified site.

Herbicide applications shall be performed in accordance with the requirements of Section 8-02.3(2) and the approved Weed and Pest Control Plan.

Care shall be taken to prevent herbicide damage to existing vegetation identified to be saved and protected as shown in the Plans.
2-01.5 Payment

Section 2-01.5 is supplemented with the following:

(******)
“Selective Clearing, Grubbing, and Pruning”, by square yard.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Section 2-03.1 is supplemented with the following:

(NWR November 10, 2014 Option 1)
This work shall also consist of excavating and grading for the construction of mitigation sites, including hauling and disposing of all unwanted excavated material from within the project limits at the locations shown in the Plans.

2-03.3 Construction Requirements

Section 2-03.3 is supplemented with the following:

(NWR November 10, 2014 Option 2)
Mitigation Excavation Including Haul
The Contractor shall use the survey control points indicated in the Plans. Prior to beginning work, the Contractor shall verify that the elevations of control points match those shown in the Plans. If elevations differ from the Plans, the Contractor shall immediately notify the Engineer to provide clarification.

Wetland and stream channel excavation includes excavating existing soils to finish grades and subgrades as well as construction of micro-grading features per the detail in the plans. Elevations shown in the Plans represent finish grades after placement of topsoil and streambed gravels, and prior to placement of soil amendment, compost, mulch, or other materials.

1. For areas without topsoil or streambed gravel specified: Excavate to the elevations shown in the Plans.

2. For areas with topsoil or streambed gravel specified: Over-excavate to subgrade to accommodate the depth of topsoil or streambed gravels as shown in the Plans.

3. The Contractor shall dewater the work area. Construction water shall be removed from the site, infiltrated into upland areas, or treated to meet State Water Quality Standards (WAC 173-A). Construction water shall not be allowed to enter sensitive areas or their buffers.

Timing of Excavation
The Contractor is advised that excavation conditions will vary based upon seasonal water table elevations and weather conditions. Excavation of the *** wetland creation *** site for this
The Tulalip Tribes Bid Solicitation No. 2017-005  Marine Drive Mitigation

September 2017  The Tulalip Tribes of Washington

project shall be performed between *** July 1st *** and *** October 1st ***. The groundwater data for the site is available upon request from the Engineer.

Schedule
The Contractor shall include the proposed schedule for all work on the mitigation site in the progress schedule prepared in accordance with the requirements of Section 1-08.3.

The schedule shall indicate:

1. Herbicide applications prior to clearing and grubbing, if indicated in the contract.
2. The proposed start and finish times for mitigation excavation activities.
3. The proposed times for two inspections by the Agency’s Interdisciplinary Team.

Interdisciplinary Team (IDT)
The Interdisciplinary Team will include, but is not limited to:

- Project Biologist
- Environmental Coordinator
- Landscape Architect
- Project Inspector

Grading and Timing

1. The Contractor shall request that the Engineer schedule the interdisciplinary Team inspections. The Contractor shall allow three working days from the initial notification to the Engineer for the completion of the inspections.

2. Survey data shall be provided by the Contractor for review at the time of the inspections. Adjustments to the elevations shown in the Plans may be required to ensure successful mitigation. Excavation tolerance shall be within ±0.10 foot of the grades shown in the Plans or as adjusted as a result of a prior inspection.

3. Inspection timing:

   a. The first inspection shall occur when approximately 50% of the area of the site is excavated to the elevations shown in the Plans. Excavation tolerance shall be within ±0.25 foot of the elevations shown in the Plans at the time of the first inspection. If general elevations need to be raised or lowered as compared to the Plans, the Engineer may request adjustments to the elevations shown in the Plans and the continued removal of soil shall be completed.

   b. Following the first inspection, the Contractor shall excavate the site to the contours and spot elevations as shown in the Plans and the agreed upon adjustments. Excavation tolerance shall be within ±0.10 foot of the elevations shown in the Plans or as adjusted as a result of a prior inspection.
c. The second inspection shall be scheduled to occur when the Contractor has completed approximately 90% of the excavation on the entire site as adjusted from the first inspection, and before equipment has been removed from the site.

4. Approval:
   a. Once approved, the Contractor shall complete the remaining 10% of the excavation.
   b. Additional inspections and additional adjustments may be required prior to acceptance of the work. Once approved, all excess material shall be removed from the site.

(NWR November 10, 2014 Option 3F)

Mitigation Pre-Construction Meeting

The mitigation pre-construction meeting shall include a site review with the Contractor, the Engineer, and the Contracting Agency’s interdisciplinary team. The multi-disciplinary team will include, at a minimum, the Contracting Agency’s biologist, landscape architect, and environmental permit coordinator.

A minimum of 10 calendar days prior to the start of any mitigation work, the Contractor shall request the pre-construction meeting and site review and shall include the meeting dates in the required progress schedule, and as specified in Section 1-08.

This requirement applies to the following mitigation site(s):
   • *** Schedule A project areas ***

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(NWR November 10, 2014 Option 1)

Mitigation excavation including haul will be measured by the cubic yard by the methods for Roadway Excavation, in accordance with Section 2-03.4.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

(NWR November 10, 2014 Option 1)

“Mitigation Excavation Incl. Haul”, per cubic yard.

The unit contract price per cubic yard for “Mitigation Excavation Incl. Haul” shall be full compensation for all costs incurred to perform the work as specified.

END OF DIVISION 2
DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

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

8-01.3(2)A Preparation for Application

(NWR November 10, 2014 Option 1)
Preparation For Application

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

Weeds in any area to be seeded shall be controlled in accordance with Section 8-02.3(3) prior to seeding.

Disturbed areas requiring seeding, including but not limited to staging areas and access roads, shall be loosened and cultivated to a minimum depth of 10 inches prior to seeding operations.

No cultivation shall occur in areas within the drip line of existing vegetation scheduled to remain.

The Contractor shall seed the prepared areas within two calendar weeks of completion of preparation. Temporary erosion control measures may be required to allow seeding and preparation activities to be performed in accordance with the requirements of Section 8-01.3(2)F.

8-01.3(2)B Seeding and Fertilizing

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

(NWR November 10, 2014)
Wet Native Seed

All wet native seed shall be “non-endophyte enhanced.” Seed of the following composition and proportion shall be applied at a rate of 20 pounds per acre on all areas requiring wet native seeding within the project:

<table>
<thead>
<tr>
<th>Pounds of Kind and Variety of Pure Live Seed</th>
<th>Seed in Mixture Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western manna grass (<em>Glyceria occidentalis</em>)</td>
<td>12.0</td>
</tr>
<tr>
<td>Rice cutgrass (<em>Leersia oryzoides</em>)</td>
<td>2.0</td>
</tr>
<tr>
<td>Canada reed (<em>Calamagrostis canadensis</em>)</td>
<td>2.0</td>
</tr>
<tr>
<td>Spike bentgrass (<em>Agrostis exarata</em>)</td>
<td>3.0</td>
</tr>
<tr>
<td>Wool-grass (<em>Scirpus cyperinus</em>)</td>
<td>1.0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>20.0</td>
</tr>
</tbody>
</table>
Restoration Seed

Seed of the following composition, proportion, and quality shall be applied at a rate of 45 pounds per acre on areas requiring seeding, fertilizing and mulching:

<table>
<thead>
<tr>
<th>Kind and Variety of Pure Live Seed</th>
<th>Pounds of Seed in Mixture Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roemer’s fescue ((Festuca))</td>
<td>16.0</td>
</tr>
<tr>
<td>Western Fescue ((Festuca idahoensis))</td>
<td>16.0</td>
</tr>
<tr>
<td>Canby’s Bluegrass ((Poa secunda ’Canbyi’))</td>
<td>8.0</td>
</tr>
<tr>
<td>Sterile Triticale</td>
<td>5.0</td>
</tr>
<tr>
<td>Red Alder ((Alnus Rubra))</td>
<td>1.0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>45.0</strong></td>
</tr>
</tbody>
</table>

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

(******)
"Restoration Seeding, Fertilizing, and Mulching", per acre.

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(******)
This work shall consist of preparing areas for planting, planting and establishment of mitigation planting areas.

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

Compost

Section 9-14.4(8) is supplemented with the following:

(January 3, 2010 WSDOT GSP Option 1)
Acceptance will be based upon a visual examination of the compost and US Composting Council Seal of Testing Assurance (STA) certified laboratory test results dated within 90 calendar days of the application.

Section 9-14.4 is supplemented with the following:

(NWR November 10, 2014 Option 3)
Soil Amendments
Soil amendment shall be medium compost.
9-14.6  Plant Materials

9-14.6(6)  Substitution of Plants

Section 9-14.6(6) is supplemented with the following:

(NWR January 3, 2011)
The Contractor is advised that a growing contract may be necessary to secure the required quantities, the specified size, variety, and grade of plant material.

8-02.3  Construction Requirements

8-02.3(1)  Responsibility During Construction

Section 8-02.3(1) is supplemented with the following:

(NWR November 10, 2014 Option 1)
For all planting areas, the Contractor shall perform work in a manner that minimizes displacement and destruction of the pre-existing soil structure. Work will be stopped if, in the opinion of the Engineer, construction method, soil moisture content or other condition will result in displacement of the existing soil horizon (such as ruts over 3 inches deep), or soil structure degradation. The Contractor will not be allowed to resume work until conditions improve or an alternate method of construction is approved by the Engineer.

8-02.3(2)  Work Plans

Section 8-02.3(2) is supplemented with the following:

(NWR November 10, 2014 Option 3)
Plant Establishment Plan
The Plant Establishment Plan shall show the scheduling, frequency, dates, materials and equipment utilized, whichever may apply, for all plant establishment activities including, but not limited to, the following:

A. Plant Establishment Activities
   1. Weed Control for Target Weeds within Planting Areas
      a. Chemical Applications (post and pre-emergent)
      b. Hand weeding and removal
   2. Fertilizing
   3. Watering
   4. Litter and Debris Removal
   5. Pruning
   6. Insect and Disease Control
7. Erosion Control Methods and Procedures

8. Plant Replacement

*(NWR January 17, 2006 Option 4)*

A. Irrigation System

1. Winterization and Procedure

2. Spring Start-up and Procedure

3. Cross-Connection Control Device - Annual Testing and Inspection for Complete Operation

**8-02.3(3) Weed and Pest Control**

Section 8-02.3(3) is supplemented with the following:

*(NWR January 3, 2011 Option 3)*

If Japanese knotweed is encountered within the project limits, it shall be chemically treated with an approved herbicide. Chemical treatment shall be applied in late summer or early fall, unless the entire project construction working days fall outside of this time period.

The preferred method of herbicide application is by stem injection. Should the Contractor choose the foliar application method, a second application will be required after the residual weeds have regrown to a height of 12 inches to achieve complete results. The second foliar application shall be at no additional cost to the Contracting Agency.

After the Japanese knotweed is dead, the Contractor shall cut the dead stems to the ground, bag the debris, and dispose of the debris at a landfill or transfer station in accordance with local noxious weed requirements.

*(NWR November 10, 2014 Option 4)*

The Contractor shall save and protect existing erosion control grass in areas where spot-treatment of weeds is required.

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, the Contractor shall overseed at no additional cost to the Contracting Agency.

*(NWR November 10, 2014 Option 5F)*

The Contractor shall not use pre-emergent or residual herbicides on this project.

*(NWR January 3, 2011 Option 8)*

All work to control weeds or pests shall be performed according to the Weed and Pest Control Plan as required in Section 8-02.3(2) throughout the life of the project. If the need arises for methods of weed or pest control that are not covered by the approved Weed and Pest Control Plan, the Contractor shall submit an amended plan for approval by the Engineer prior to performing the work.
8-02.3(3)A  Planting Area Weed Control

Section 8-02.3(3)A is supplemented with the following:

(NWR November 10, 2014 Option 1)
When full bark coverage is indicated in the Plans, all vegetation that seeds into the planting area shall be controlled. Native vegetation that seeds into the site may be left uncontrolled only when specifically allowed by the Engineer.

(NWR January 3, 2011 Option 2)
After chemical treatment and prior to planting, the Contractor shall remove the dead woody vegetation at the ground level.

No living vegetation shall be incorporated.

(NWR June 5, 2000 Option 9F)
The Contracting Agency has estimated the planting areas to be approximately *** .23 acres for Schedule A project and 3.9 acres for Schedule B ***.

This quantity is listed only for the convenience of the Contractor in determining the extent of the work involved.

8-02.3(5)  Planting Area Preparation

Section 8-02.3(5) is supplemented with the following:

(NWR August 1, 2001 Option 2)
For the locations designated in the Plans, the Contractor shall loosen the existing soil by ripping to a depth of 18 inches prior to application and incorporation of the Soil Amendment.

(August 5, 2013 WSDOT Option 1)
After the initial planting area weed control, soil placement, grading, and the installation of irrigation lines are completed, and prior to planting, all designated planting areas shall be covered with compost.

Prior to placement of compost, the application methods shall be approved by the Engineer.

Compost shall not be placed when a condition exists, such as frozen or water saturated soil that may be detrimental to successful application or soil structure.

The Contractor shall notify the Engineer a minimum of five working days prior to the start of compost work.

Compost shall be uniformly and evenly placed in all designated areas at a depth of *** 3 *** inches.

(August 4, 2014 WSDOT GSP Option 4)
Removal of Buried Man-Made Debris
The Contractor shall remove buried man-made debris as directed by the Engineer to a maximum depth of two feet. The excavated debris shall be removed from the project site to a disposal facility approved by the Engineer.
8-02.3(6) Soil Amendments

Section 8-02.3(6) is supplemented with the following:

**(NWR November 10, 2014 Option 1)**
The Contractor shall notify the Engineer a minimum of five working days prior to the start of soil amendment work. Soil amendment application and incorporation methods shall be approved by the Engineer prior to installation.

Order of work:

1. Initial planting area weed control
2. Grading and/or excavation
3. Soil placement
4. Soil amendment placement and incorporation

Soil amendment shall not be placed when a condition exists that may be detrimental to successful application, incorporation, or soil structure, such as frozen or water saturated soil.

8-02.3(7) Layout of Planting

Section 8-02.3(7) is supplemented with the following:

**(NWR November 10, 2014 Option 2)**
Following selective clearing, grubbing, and pruning, the Contractor shall stake locations for planting within existing vegetation. Locations shall be staked a minimum of 3 feet from tree trunks and shall be located to avoid overhanging shrub branches.

**(NWR January 17, 2006 Option 3)**
Soil moisture conditions may require adjustment of location or timing of planting for individual plants or plant mixes. The Contractor may make recommendations for adjustments to plant locations or timing of planting within planting zones to ensure the success of all plants. Layout and timing of planting shall be approved by the Engineer prior to planting.

The Contractor shall locate plants to ensure that only low-growing species are placed in front of signs. If tall growing species are placed within sight lines in front of signs, the Contractor shall, upon request by the Engineer and at no cost to the Contracting Agency, move the tall species to non-blocking locations. The Contractor shall replant the voids with low-growing species if included in the plant mix for the area, or re-seed the area if no low-growing species are called for in the vicinity of the planting area.

8-02.3(8) Planting

Item 1 in the second sentence of the second paragraph of Section 8-02.3(8) is revised to read:

**(NWR August 1, 2001 Option 1)**
1. Non-irrigated Plant Material November 1 to March 1.
Section 8-02.3(8) is supplemented with the following:

The Contractor shall maintain all plants in a healthy and vigorous condition and keep planting areas clean and weeded, between the beginning of planting and receipt of Initial Planting Acceptance. Activities include, but are not limited to, watering, weeding, and litter control.

(NWR January 17, 2006 Option 5)

**Extension of Planting Period**

For planting areas where soil is saturated during the contract planting period, the Contractor may request an extension of the planting period until a time when soils are no longer saturated. The Contractor must submit a written request to the Engineer a minimum of 10 working days prior to the end of the contract planting period. The request must indicate the following:

1. Planting areas included in proposal
2. Method of storage for plant material and cuttings
3. Time for planting
4. Supplementary measures to ensure plant survival

The Engineer will only approve the extension for planting areas where saturated soil prevents planting during the contract planting period. Only additional costs for storage of plant material and remobilization are included in this item.

An extension of planting period waives only the planting timing for the selected planting areas. All other provisions shall continue to apply.

(NWR January 17, 2006 Option 6)

The Contractor shall protect all plant material from herbivore and omnivore damage. The Contractor shall submit a proposed method for exclusion or deterrence to the Engineer for approval prior to placement.

8-02.3(11) **Bark or Wood Chip Mulch**

Section 8-02.3(11) is supplemented with the following:

(NWR November 10, 2014 Option 3)

Bark mulch or wood chip mulch shall be uniformly placed to a non-compacted depth over the specified planting areas as shown in the Plans. Bark or wood chip mulch shall not be placed in areas of standing water.

8-02.3(13) **Plant Establishment**

The third paragraph of Section 8-02.3(13) is supplemented with the following:

(NWR November 10, 2014 Option 3)

Unsatisfactory plant material will be determined by the Engineer.
8-02.5 Payment

(NWR June 5, 2000 Option 2)
The following paragraph is added immediately after the item “Soil Amendment” in Section 8-02.5:

The unit contract price per acre for “Soil Amendment” shall include all costs for ripping the existing soil.

(NWR August 1, 2001)
8-30 HABITAT STRUCTURES NEW SECTION

Description
This work shall consist of furnishing, installing and constructing various habitat structures as detailed and as shown in the Plans.

Materials

(NWR June 5, 2000 Option 3)
Log with Branches
Log with branches shall be a 10- to 12-foot long trunk of a native coniferous tree species, 8-inch minimum trunk diameter, with branches intact.

(NWR January 17, 2006 Option 4)
Brush Pile
Brush pile shall consist of woody material, including trees, stumps, branches, brush, and roots of native trees and shrubs. Approximately one third of the woody material shall consist of material with the main trunks and branches varying between 3 and 6 inches in diameter and 4 to 8 feet in length. Approximately one third of the woody material shall consist of material with the main trunks and branches varying between 8 and 18 inches in diameter and 6 to 12-feet in length. For the remaining third of vegetation trunks, roots and branches smaller than 3 inches in diameter are acceptable. No noxious weed or undesirable vegetation as listed in Section 8-02.3(2)B shall be included in brush piles.

Source of Material
The Contractor shall submit the source(s) of materials for habitat structures to the Engineer for approval at least 10 working days prior to use.

(******)
Log with Branches
Place the log with branches in a stable position on the ground surface.

(NWR January 17, 2006 Option 7)
Brush Pile
Randomly pile woody material to provide variable coverage (dense to loose) within a 15-foot by 15-foot area. The height of the pile shall be between 4 feet and 6 feet. The brush pile shall be constructed without incorporation of rock, soil, foreign debris, or non-native material in the pile.
Measurement

(NWR June 5, 2000 Option 3)
Log with branches will be measured per each.

(NWR June 5, 2000 Option 5)
Brush pile will be measured per each.

Payment

Payment will be made in accordance with Section 1-04.1 for the following:

(NWR June 5, 2000 Option 3)
“Log With Branches”, per each.

(NWR June 5, 2000 Option 5)
“Brush Pile”, per each.

END OF DIVISION 8
Appendix A

Davis-Bacon Wages
General Decision Number: WA170001 09/15/2017 WA1

Superseded General Decision Number: WA20160001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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CARP0001-008 06/01/2017

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CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:
ZONE 1   0-40 MILES               FREE
ZONE 2   41-65 MILES              $2.25/PER HOUR
ZONE 3   66-100 MILES             $3.25/PER HOUR
ZONE 4   OVER 100 MILES           $4.75/PER HOUR

DISPATCH POINTS:
CARPENTERS/MILLwrights: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDriver: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot
PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 feet  Free
26-300 feet $1.00 per Foot

SATURATION DIVING:
The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:
Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

----------------------------------------------------------------
SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLIKIKAT, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

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DEPTH PAY:
50 TO 100 FEET  $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities
**CARPENTER**

**CENTRAL WASHINGTON:**
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN),
KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND
YAKIMA COUNTIES

**CARPENTERS ON CREOSOTE**
- MATERIAL .................. $40.46  13.66
- CARPENTERS.................. $40.36  13.66
- DIVERS TENDER ............. $35.02  14.00
- DIVERS .................... $ 73.44  14.00

**MILLWRIGHT AND MACHINE**
- ERECTORS ................... $41.86  13.66
- PILEDRIVER, DRIVING,
  PULLING, CUTTING, PLACING
  COLLARS, SETTING, WELDING
  OR CREOSOTE TREATED
  MATERIAL, ALL PILING...... $40.61  13.66

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

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<th>City 1</th>
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**Zone Pay:**
- 0 - 25 radius miles Free
- 26 - 35 radius miles $1.00/hour
- 36 - 45 radius miles $1.15/hour
- 46 - 55 radius miles $1.35/hour
- Over 55 radius miles $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

**Zone Pay:**
- 0 - 25 radius miles Free
- 26 - 45 radius miles $.70/hour
- Over 45 radius miles $1.50/hour
CARPENTER
WESTERN WASHINGTON: CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS (excludes piledrivers only), MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

BRIDGE CARPENTERS ........ $ 40.92  14.59
CARPENTERS ON CREOSOTE MATERIAL ................. $ 40.46  13.66
CARPENTERS ................. $ 40.92  14.59
DIVERS TENDER .............. $ 44.67  13.66
DIVERS ...................... $ 93.56  13.66
MILLWRIGHT AND MACHINE ERECTORS ................. $ 41.86  13.66
PILEDRIVER, DRIVING,
PULLING, CUTTING, PLACING
COLLARS, SETTING, WELDING
OR CREOSOTE TREATED
MATERIAL, ALL PILING ...... $ 40.61  13.66

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle  Olympia  Bellingham
Auburn  Bremerton  Anacortes
Renton  Shelton  Yakima
Aberdeen-Hoquiam  Tacoma  Wenatchee
Ellensburg  Everett  Port Angeles
Centralia  Mount Vernon  Sunnyside
Chelan  Pt. Townsend

Zone Pay:
0 -25 radius miles  Free
26-35 radius miles  $1.00/hour
36-45 radius miles  $1.15/hour
46-55 radius miles  $1.35/hour
Over 55 radius miles  $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
0 -25 radius miles  Free
26-45 radius miles  $.70/hour
Over 45 radius miles  $1.50/hour
### CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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### CLARK, KLIKITAT AND SKAMANIA COUNTIES

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**HOURLY ZONE PAY:**

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles $1.50/hour  
Zone 2: 51-70 miles $3.50/hour  
Zone 3: 71-90 miles $5.50/hour  
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delororne Street Atlas USA 2006 plus.*

### COWLITZ AND WAHKIAKUM COUNTY

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### ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

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<td><strong>GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES</strong></td>
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Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type
GROUP 2 - Barrier machine (zipper); Batch Plant Operator; Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blow Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blow knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifites), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator
HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

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ENGI0370-002 06/01/2017

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

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<th>Fringes</th>
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<td>GROUP 8.................$ 30.01</td>
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ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - $2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzelman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine
GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete)); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oilier; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)
GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot
BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .50 over scale
Over 250 ft $ .80 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

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ENGI0612-012 06/01/2014

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>POWER EQUIPMENT OPERATOR</td>
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<td>GROUP 1A ................ $ 38.39</td>
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<td>GROUP 4 .................. $ 34.57</td>
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Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) = $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments
GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transports, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multilift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator
FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus $.50 per hour.
H-2 Class "C" Suit - Base wage rate plus $1.00 per hour.
H-3 Class "B" Suit - Base wage rate plus $1.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $2.00 per hour.

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ENGI0701-002 01/01/2015

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

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<td>GROUP 6.........$ 30.94</td>
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Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00
For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1 Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom including jib, inserts and/or attachments; Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2 Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size
Group 3 Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4 Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine;
Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5 Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6 Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver
<table>
<thead>
<tr>
<th>COUNTY DESCRIPTION</th>
<th>RATES</th>
<th>FRINGES</th>
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<td>ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES</td>
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LAB00238-004 06/01/2017

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPokane AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

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<tr>
<td>GROUP 1</td>
<td>$24.66</td>
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<tr>
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<td>$27.30</td>
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<td>GROUP 5</td>
<td>$27.58</td>
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LABORER (SPOKANE)

GROUP 1: $24.66  11.30
GROUP 2: $26.76  11.30
GROUP 3: $27.03  11.30
GROUP 4: $27.30  11.30
GROUP 5: $27.58  11.30

Zone Differential (Add to Zone 1 rate): $2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete
crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailholeman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailholeman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzelman (to include squeeze and flo-crete nozzle); Nozzelman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laboring on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzelman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)
COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHelan, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Hod Carrier...</td>
<td>$ 26.76</td>
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CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

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<thead>
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<th>Fringes</th>
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<tr>
<td>LABORER GROUP 1</td>
<td>$ 24.85</td>
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<tr>
<td>LABORER GROUP 2</td>
<td>$ 28.45</td>
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<tr>
<td>LABORER GROUP 3</td>
<td>$ 35.54</td>
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<td>$ 36.41</td>
</tr>
<tr>
<td>LABORER GROUP 5</td>
<td>$ 36.99</td>
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</table>

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25
LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, airtrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger, shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).
LAB00292-008 06/01/2017

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

<table>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$24.85</td>
<td>10.99</td>
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<td>$28.45</td>
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<td>$36.41</td>
<td>10.99</td>
</tr>
<tr>
<td>$36.99</td>
<td>10.99</td>
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LABORER

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25
GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, airtrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glass operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).
CLARK, COWLITZ, KLIKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

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<td>GROUP 5: $28.68</td>
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<td>GROUP 6: $26.07</td>
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<td>GROUP 7: $22.62</td>
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Zone Differential (Add to Zone 1 rates):
- Zone 2: $0.65
- Zone 3: - 1.15
- Zone 4: - 1.70
- Zone 5: - 2.75

BASE POINTS: GOLDEDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

- GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)
GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (powersaw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LAB00335-019 09/01/2013

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LABE00348-003 06/01/2017

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITITAS, AND YAKIMA COUNTIES

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BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, airatrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glass operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).
<table>
<thead>
<tr>
<th>LABORERS CLASSIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)</td>
</tr>
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<tr>
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</tr>
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</table>
Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

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GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

----------------------------------------------------------------

PAIN00005-002 07/01/2017

STATEWIDE EXCEPT CLARK, COWLITZ, KLiCKiTAT, PaCiFiC (SOUTH), SKAMANiA, AND WAHKiAKUM COUNTiES

Rates Fringes
Painters:
    STRIPERS...................$ 29.50 15.43

----------------------------------------------------------------

PAIN00005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTiES

Rates Fringes
PAINTER..........................$ 20.82 7.44

----------------------------------------------------------------
ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting............</td>
<td>$ 29.10</td>
<td>11.04</td>
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<tr>
<td>Over 30'/Swing Stage Work..</td>
<td>$ 22.20</td>
<td>7.98</td>
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<tr>
<td>Brush, Roller, Striping, Steam-cleaning and Spray....</td>
<td>$ 24.00</td>
<td>11.04</td>
</tr>
<tr>
<td>Lead Abatement, Asbestos Abatement..................</td>
<td>$ 21.50</td>
<td>7.98</td>
</tr>
</tbody>
</table>

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush &amp; Roller.........</td>
<td>$ 23.02</td>
<td>11.02</td>
</tr>
<tr>
<td>High work - All work 60 ft. or higher............</td>
<td>$ 23.77</td>
<td>11.02</td>
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<tr>
<td>Spray and Sandblasting....</td>
<td>$ 23.02</td>
<td>11.02</td>
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</table>

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIGHWAY &amp; PARKING LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STRIPER................</td>
<td>$ 34.87</td>
<td>11.46</td>
</tr>
</tbody>
</table>
ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| CEMENT MASON/CONCRETE FINISHER  
ZONE 1............... | $28.23  13.77 |

Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| CEMENT MASON  
CEMENT MASONS DOING BOTH  
COMPOSITION/POWER  
MACHINERY AND  
SUSPENDED/HANGING SCAFFOLD.. | $32.87  17.62 |
| CEMENT MASON ON  
SUSPENDED, SWINGING AND/OR  
HANGING SCAFFOLD. | $32.87  17.62 |
| CEMENT MASONS.......... | $31.50  17.62 |
| COMPOSITION WORKERS AND  
POWER MACHINERY OPERATORS... | $32.19  17.62 |

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00
BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

----------------------------------------------------------------
TEAM0037-002 06/01/2017

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

Rates Fringes
Truck drivers:
ZONE 1
GROUP 1.....................$ 27.94  14.37
GROUP 2.....................$ 28.06  14.37
GROUP 3.....................$ 28.19  14.37
GROUP 4.....................$ 28.46  14.37
GROUP 5.....................$ 28.68  14.37
GROUP 6.....................$ 28.85  14.37
GROUP 7.....................$ 29.05  14.37

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 -  1.15
Zone 4 -  1.70
Zone 5 -  2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.
TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck
GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

--------------------------------------------------
TEAM0174-001 01/01/2017
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

Rates Fringes

Truck drivers:
ZONE A:
GROUP 1:.................$ 34.13 18.57
GROUP 2:.................$ 33.29 18.57
GROUP 3:.................$ 30.48 18.57
GROUP 4:.................$ 25.51 18.57
GROUP 5:.................$ 33.68 18.57

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM  CENTRALIA  RAYMOND  OLYMPIA
EVERETT  SHELTON  ANACORTES  BELLEVUE
SEATTLE  PORT ANGELES  MT. VERNON  KENT
TACOMA  PORT TOWNSEND  ABERDEEN  BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity
GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westhouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks—less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

---------------------------------------------
Rates Fringes

Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties)

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla and Yakima Counties)

<table>
<thead>
<tr>
<th>AREA 1:</th>
<th></th>
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<tbody>
<tr>
<td>GROUP 1</td>
<td>$21.82</td>
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<tr>
<td>GROUP 2</td>
<td>$24.09</td>
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<tr>
<td>GROUP 3</td>
<td>$24.59</td>
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<td>GROUP 4</td>
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<td>GROUP 7</td>
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<td>GROUP 8</td>
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</tr>
<tr>
<td>GROUP 8</td>
<td>$28.01</td>
<td>17.30</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rate: Zone 1 + $2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)
GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted HydroSeeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tourna-rocker, DWS & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy (over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.)
LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.
Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Appendix B

FHWA Amendment 1273
I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with
the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this
contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

   a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

   b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.
III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and
mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

   (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

   (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

   (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,
after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and
individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

   a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual
was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or
general contract). "Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or
f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *
XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).
Appendix C

Chapter 9.05 TERO Code
Title 9
EMPLOYMENT AND CONTRACTING

Chapters:
9.05  TERO Code
9.10  Repealed
9.15  Workers’ Compensation
9.20  Right to Work
9.25  Tulalip Employment
9.30  Qualified Medical Leave
9.35  Drug and Alcohol Free Workplace

Chapter 9.05
TERO CODE

Sections:
9.05.010  Introduction.
9.05.020  Glossary.

Article I. General Provisions

9.05.030  Purpose.
9.05.040  Notification.
9.05.050  TERO Commission members.
9.05.060  Powers of the Commission.
9.05.070  Recusal of Commission members.
9.05.080  Authority and responsibilities of TERO.
9.05.090  Inter-governmental relationships.
9.05.100  Native American preference – Employment.
9.05.110  Native American preference – Contracting and procurement
9.05.120  Exclusions.
9.05.130  Conflict of interest.
9.05.140  Application of other law and policy.

Article II. Contractor Requirements

9.05.150  Preference provisions.
9.05.160  Compliance responsibility.
9.05.170  Compliance plan.
9.05.180  Contractor job qualifications and requirements.
9.05.190  Workforce.
9.05.200  Compliance monitoring.
9.05.210  Prohibited activities.
9.05.220  TERO fee.
9.05.230  Change order fee assessment.
9.05.240  Construction trade unions.

Article III. Tulalip Tribal Entities Construction Procurement

9.05.250  Preference requirements.
9.05.260  Federal funding – Preference.
9.05.270 Restrictive bidding.
9.05.280 Maximizing NAOB involvement.
9.05.290 Self-performance and contractor restrictions.
9.05.300 Monitoring responsibilities.
9.05.310 Conflict of interest.
9.05.320 Tulalip bid award process.
9.05.330 Competitive bid award.
9.05.340 Competitive “weight of award” bid process.
9.05.350 Requests for proposal (RFP).
9.05.360 Imminent need and emergency award process.
9.05.370 Bid collusion.

Article IV. Certification of Native American Owned Business (NAOB)

9.05.380 TERO NAOB certification.
9.05.390 Appeal of denied certification.
9.05.400 Brokers, vendors, suppliers and distributors.
9.05.410 Joint ventures.
9.05.420 Decertification.

Article V. Enforcement

9.05.430 Due process.
9.05.440 Complaint.
9.05.450 TERO jurisdiction determination.
9.05.460 Investigations.
9.05.470 Complaint process and determination.
9.05.480 Penalties and remedies.
9.05.490 Enforcement violation.
9.05.500 Property seizure provisions.
9.05.510 Appeals to TERO Commission.
9.05.520 Appeal of noncompliance by TERO.
9.05.530 Fee enforcement and collection.
9.05.540 Pre-hearing process.
9.05.550 Commission hearing.
9.05.560 Commission decision.
9.05.570 Appeals to Tulalip Tribal Court.
9.05.580 Legal representation.
9.05.590 Sovereign immunity.

9.05.010 Introduction.
The Tulalip Tribes Board of Directors finds that employment discrimination against Native Americans (hereafter Natives) persists despite a large number of Native and non-Native owned businesses employing skilled and nonskilled workers. The Tulalip Tribes Board of Directors further finds that jobs in businesses and other economic opportunities on or near the Tulalip Indian Reservation are important resources to which Natives have unique preferential rights and therefore, to implement the unique employment rights of Natives, established a Tribal Employment Rights Commission and Tulalip Tribal Employment Rights Office to achieve its goals and policies.

The Tulalip Tribes (hereafter the “Tribes”) enacts this chapter (hereafter the “code”) pursuant to its inherent sovereign powers to create law that promote unique employment and contracting preference that provide Native American and Tulalip Tribal member preference, on Indian lands within the jurisdiction of the Tulalip Tribes.
Under this code, the Tulalip Tribal Employment Rights Office (hereafter "TERO") operates as an employment hiring agency. TERO provides preferential employee dispatch, referral services and skills training. TERO also has the authority to regulate and enforce preference in employment, contracting, and economic development opportunities under this code.

This code is separated into the following sections in order to provide comprehensive application of the employment and contracting laws as they apply within the TERO jurisdiction, as listed below:

(1) Article I – General Provisions. Purpose and authority of TERO and general requirements of this code.

(2) Article II – Contractor Requirements. Provides preference in contracting/employment.

(3) Article III – Tulalip Tribal Entities Construction Procurement. Provides preference in contracting and procurement in all Tribal entities and divisions.

(4) Article IV – Certification of Native American Owned Businesses (NAOB). All aspects of certification of Native American Owned Businesses.

(5) Article V – Enforcement. Allows enforcement of provisions of this code and outlines due process requirements.

This code repeals and replaces Tulalip Tribal Employment Rights Ordinance Nos. 60 and 89. Amendments to this code will be reviewed and approved first by the TERO Commission prior to approval and adoption by the Tulalip Tribes Board of Directors. [Res. 2014-446; Res. 2012-257].

9.05.020 Glossary.
This glossary has the definitions of the terms as they apply to the provisions of this code. Any word or term not defined in this section shall be used with the meaning of common or standard use as determined by a current edition of Webster’s Dictionary.

(1) “Agency” shall mean the main business organization; that may or may not have subdivisions or subsidiaries.

(2) “Board of Directors” means the governing body of the Tulalip Tribes that consists of seven elected Tribal member officials.

(3) “Business" means a company or other organization that buys and sells goods, makes products, or provides services.

(4) “Business necessity” means necessary job duties pertaining to industry standards or a legitimate business requirement that is necessary to perform certain work or complete a job.

(5) “Certification," as it pertains in this code, means certifying that a business has a minimum percentage of Native American ownership to qualify as a NAOB.

(6) “Change order" means proposed changes in a contract outside the scope of work.

(7) “Civil Rights Commission" means a state organization that protects civil rights.

(8) “Commission" means the Tulalip TERO Commission, which consists of five elected Tribal members; that is the judicial body that oversees the TERO program.

(9) “Commissioner" means a member of the Tulalip Tribal Employment Rights Commission.
(10) “Company” shall mean business, corporation, or firm that is engaged in business.

(11) “Compliance plan” means a binding agreement between the contractor and TERO.

(12) “Compliance Officer” means a TERO representative who enforces TERO codes, rules and regulations.

(13) “Conduit” means a certified business which agrees to be named as a subcontractor on a contract in which such certified business does not perform the work but, rather, the work is performed by the prime contractor, prime consultant, material supplier, purchasing contractor, or any other noncertified business.

(14) “Contract” means a formal legal binding agreement between two parties outlining deliverables and responsibilities.

(15) “Contracting agency” means the main organization or owner that is offering a contract and is responsible for compliance with the provisions of this code.

(16) “Contractor” means organization or individual that contracts with another organization to perform work.

(17) “Court” means the Tulalip Tribes Tribal Court.

(18) “Decertification” means the un-certifying of a NAOB by the Commission; removing the business off the NAOB registry, and denying preference.

(19) “Director” means the Director of TERO Department.

(20) “Dispatch” means a TERO document that is given to an individual when they are sent out for employment at a job site or company.

(21) “Due process” means the right to defend yourself against allegations through a fair non-biased process.

(22) “EEOC” means the Equal Employment Opportunities Commission.

(23) “Employee” means a person who works for another for payment or other compensation. For the purposes of this code, an employee is not an independent contractor. An employee may also be referred to as a “worker” in this code.

(24) “Employer” means any individual, business, company, entity, contractor or subcontractor employing one or more persons.

(25) “Employment discrimination” means discrimination on the basis of protected category that affects the terms, conditions and privileges of employment.

(26) “Entities” shall mean subsidiaries or subdivisions of an organization or agency.

(27) “Front” means a business that claims to be eligible for certification but is not in fact legitimately owned and controlled by a Native American.

(28) “General contractor” means an organization or individual that contracts with another for the construction of a building, road or other facility.
(29) “Immediate family member” means spouse, parents, children, grandparents, grandchildren, brothers and/or sisters, or any member of the immediate household.

(30) “Injunctive order” means a Commission order to require a person to do or cease doing a specific action.

(31) “Jurisdiction of TERO” means the power, right, or authority to interpret, apply and enforce the provisions of this code within the boundaries of the Tulalip Reservation and on Tribal projects that are located off Reservation.

(32) “NAHASDA” means Native American Housing Assistance and Self-Determination Act that is a Federal law.

(33) “NAOB” means Native American owned business that has been certified by Tulalip TERO.

(34) “NAOB registry” means list of Native American owned businesses that have been certified by TERO.

(35) “Native American” means any person who is a member of a Federally recognized Indian tribe, nation, or band, including members of Federally recognized Alaskan Native villages, communities or corporations.

(36) “OFCCP” means the Office of Federal Contract Compliance Programs.

(37) “Pass-through,” for the purpose of this code, means a business that does not have the expertise to self-perform any of the work, does not receive the benefit of mentoring or gaining knowledge, and subcontracts all the work out. This includes vendors that buy goods and resell them, that do not have their own stock, inventory or expertise on the products they sell.

(38) “Personnel or human resource (HR) policies” means policies that govern the internal personnel policies of its employees.

(39) “Preferred or preference employees” means employees who receive preference under the tier categories.

(40) “Preference tier” means a list of the order in which preference is assigned.

(41) “Qualified/technically qualified” means a company or person who, by possession of a recognized degree, certificate, or professional standing, or who has sufficient knowledge, training, experience, and has successfully demonstrated his ability to perform or complete the work, or the project.

(42) “Recusal/recuse” means voluntarily stepping aside due to conflict of interest.

(43) “Reservation” means all lands and waters within the exterior boundaries of the Tulalip Indian Reservation or within the jurisdiction of the Tulalip Tribes.

(44) “Responsible bidder” means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, capability, capacity, and experience. A bidder who submits a bid or proposal below the bidder’s cost of performing the contract, producing the product, or providing the service shall not be considered a responsible bidder.

(45) “Responsive bidder” means a party who submits a bid which meets the specifications and qualifications.
(46) “Retaliation” means to hurt somebody in return or deliberately harm somebody in response or revenge or reciprocate for a harm or perceived harm that another person has done. Retaliation occurs when an employer or individual takes an adverse action against another individual.

(47) “RFB” means request for bid.

(48) “RFP” means request for proposal.

(49) “Skills bank” means a database which holds applicants’ information for employment opportunities.

(50) “Spouse” means a legally married husband or wife, or a legal domestic partner, but does not include a person separate or apart and who has filed in an appropriate court a petition for legal separation or dissolution of marriage or domestic partnership.

(51) “Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of another’s contract.

(52) “Suspend” means the suspension of a NAOB by the Commission.


(54) “TERO” means Tribal Employment Rights Office.

(55) “Tribal entity” means an entity, subdivision or business that is owned by or is under the direction of the Tribes.

(56) “Tribal member” means any person who is an enrolled member of the Tulalip Tribes.

(57) “Tribes” means the Tulalip Tribes.

(58) “Unions” means an organization that represents a group of individuals in a specific trade.

(59) “Violation” means noncompliance with requirements or violating prohibited activities in this code. [Res. 2014-446; Res. 2012-257].

Article I. General Provisions

9.05.030 Purpose.
The purpose of this code is:

(1) To promulgate laws and rules for governing preference in employment and contracting within Tribal jurisdiction.

(2) To assist with compliance under this code and enforce the laws governing employment preference and contracting preference.

(3) To provide a fair, enforceable, and effective system for contracting, subcontracting and purchasing supplies, services, labor and materials, where any part of the work will be performed on the Reservation or on Tribal projects off the Reservation.

(4) To require contractors to utilize TERO dispatch in hiring within the boundaries of the Reservation or on Tribal projects off the Reservation.

(5) To require a 1.75 percent TERO fee on the total aggregate cost of all construction over $10,000. [Res. 2012-257 § 1.1].
9.05.040 Notification.
TERO shall make good faith efforts to educate all employees, employers, contractors, and the public on TERO and employment, hiring and preference laws. All contracting agencies and entities are required to notify contractors/subcontractors of their obligations under the TERO Code. Failure to receive notification, or ignorance of law, is not a defense in any enforcement action under this code. [Res. 2012-257 § 1.2].

9.05.050 TERO Commission members.
The TERO Commission (hereafter the “Commission”) is the administrative quasi-judicial body of five Tribal members who are elected by the Tulalip General Council, and shall serve under the guidance of the Tulalip Tribes Board of Directors (hereafter “Board of Directors”).

The Commission serves as the quasi-judicial and regulatory authority delegated with:

- Enforcement of the provisions of the TERO Code and other Native preference codes or policies (hereafter “code”) in accordance with applicable procedures.
- Implementation of the TERO quasi-judicial process.
- Overall guidance to the TERO program.

The Commissioners are subject to Chapter 1.15 TTC, Code of Ethics for Tulalip Tribal Commissioners, and other applicable policy or law.

(1) TERO Commissioner Candidate Qualifications. Every candidate seeking election to the TERO Commission must:

   (a) Be an enrolled Tulalip Tribal member.

   (b) Be 18 years of age or older.

   (c) Not have been found guilty of any felony, or a misdemeanor involving controlled substances or dishonesty, in any Tribal, State, or Federal Court within three years prior to the election.

(2) Terms of Office. The TERO Commissioners shall be elected by the general membership of the Tulalip Tribes at the semiannual General Council meeting and shall serve staggered three-year terms.

Newly elected Commissioners shall be sworn in by the Tulalip Board of Directors at the next regular monthly Board meeting or as designated by the BOD.

(3) Election of Executive Officers. Election of Executive Officers shall take place at the next TERO Commission meeting after new Commissioners have been sworn in by the Tulalip Board of Directors. Executive Officers will be nominated and elected by the Commissioners by majority vote. The positions of the Chairperson, Vice-Chairperson and Secretary shall be held until the following year when new Commissioners are sworn in.

(4) Duties of the Executive Officers.

   (a) The Chairperson shall:

      (i) Call the meetings to order.

      (ii) Preside over the meetings.
(iii) Sign all approved minutes and action items as needed.

(iv) In urgent situations, call for a special meeting in lieu of a scheduled meeting.

(v) Recognize speakers with their hands raised to maintain order.

(vi) Limit the time on a certain topic to stay on task.

(vii) Maintain point of order in the event the topic or speaker is out of order or inappropriate.

(b) Vice-Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall proceed over the meeting.

(c) The Secretary shall:

   (i) Take notes and keep minutes of all meetings.

   (ii) Record motions verbatim.

   (iii) Aide the Chairperson by compiling a list of the order of speakers.

   (iv) Review drafted minutes for approval prior to the next Commission meeting.

   (v) In the absence of the Chairperson and Vice-Chairperson, shall proceed over the meeting.

   (vi) Keep Commission attendance, late arrivals and leaving early record.

   (vii) Write Commission hearing decisions and order.

(5) Commissioner Vacancies. If a vacancy occurs on the Commission prior to the end of a term because of removal or resignation or for any other reason, the Board of Directors shall appoint the successor, unless the semiannual election is within four months, in which case a successor shall be elected at the next election. Candidates for such appointment and successors must meet all other qualifications for membership in the Commission.

Appointment or election to fill a vacant position shall be for the remainder of the term of the Commissioner being replaced.

(6) Resignation. A position on the TERO Commission shall be deemed vacant when a Commissioner resigns their position.

Any Commission member may resign at any time by delivering a written resignation to the Chairperson of the Commission, or if the Chair is resigning, to the Vice-Chair. The Commission shall provide notice to the Chairperson of the Tulalip Board of Directors and to the TERO Director. Such resignation shall be effective upon receipt, unless otherwise provided by the terms thereof and agreed to by the Commission.

(7) Removal. The Commission may recommend removing a Commissioner after majority vote, for the following reasons:

   (a) Inefficiency, negligence or carelessness in the performance of duty.

   (b) Conduct in bringing the Tribes in disrepute.
(c) Soliciting or accepting bribes or favors.

(d) The Commissioner fails to participate in three consecutive regular meetings without good cause, at the discretion of the other Commissioners.

(e) Violations of laws and regulations.

(f) Breach of confidentiality or conflict of interest.

(g) Violation of the Commissioner Code of Ethics, Chapter 1.15 TTC.

(8) Removal Appeal. If the Commission recommends removal of a Commissioner, the Commission shall forward such recommendation and the grounds thereof to the Board of Directors. The Board shall review the recommendation and, if it concurs with the recommendation, they shall send out written notice of intent to remove the Commissioner and advise the Commissioner of their right to request a due process hearing prior to the removal becoming final. The request for a hearing must be received by the Tulalip Tribes Board of Directors Chairman no later than 10 days after the date of mailing of the notice of intent to remove the Commissioner. If no request for a hearing is received within 10 days, the removal shall be deemed final. If a timely request for a hearing is received, a hearing shall be scheduled and conducted in accordance with TTC 1.15.120. [Res. 2014-446; Res. 2012-257 § 1.3].

9.05.060 Powers of the Commission.
The Commission has the power, jurisdiction, and authority to:

(1) Take all appropriate actions necessary to implement the provisions of this code.

(2) Provide policy oversight and policy direction to the TERO Director.

(3) Review policies, rules or regulations that may be in conflict with the provisions of the code and make amendment recommendations to the Board for approval.

(4) Hold hearings and appeals in accordance with the provisions of the TERO Code.

(5) Assist in presentations to educate the public on Native American employment and business preferential requirements.

(6) Issue subpoenas, conduct hearings, order any relief or sanctions that are necessary and appropriate to enforce this code.

(7) Review and recommend the annual TERO budget for Board of Directors approval. [Res. 2014-446; Res. 2012-257 § 1.4].

9.05.070 Recusal of Commission members.
No member of the Commission shall have contact with a complainant, witness or other interested parties regarding the specifics of an appeal prior to a Commission hearing. If a Commissioner is approached by a party, witness or any other interested person outside the formal hearing process, it shall be the duty of the Commissioner to explain they are prohibited from discussing any aspects of the complaint or appeal. If information pertaining to the appeal or matters at issue in a hearing is shared with a Commissioner, the Commissioner shall disclose the existence of such communications on the record prior to the hearing. If the communication involved sharing of evidence or argument regarding the appeal outside the hearing process, the Commissioner shall be recused from participating in the hearing.
A Commissioner shall not participate in any action, hearing, or decision where that Commissioner or their immediate family member has a financial or business interest (contractual or otherwise) in the transaction or entity involved in the hearing or is an employee of such entity. However, in appeals involving the Tulalip Tribes or its entities, Commissioners who are Tribal employees may participate unless they are an employee of the department or division of the Tribes that is involved in the contract or complaint at issue, or had other involvement in the actions that are the subject of the appeal, in which case recusal is required.

Commissioners may participate but must disclose on the record if any person with an interest in the hearing is, by blood or marriage, related by consanguinity in the third or fourth degree (uncles, aunts, nephews, great grandparents, cousins, great uncles and aunts and great-great grandparents).

In situations where recusal is not required, a Commissioner should nonetheless recuse themselves if the Commissioner believes that:

1. They cannot act fairly or without bias; or

2. There is an appearance that they cannot act fairly or without bias.

A Commissioner, the Commission, or other interested parties may request recusal of a Commissioner if they believe that a Commissioner is unable to act impartial and fair due to a relationship of any kind. In this circumstance, the other Commissioners may hear arguments and review evidence, including testimony, and make a determination on recusal by majority vote. The decision of the Commission shall be final and not subject to appeal.

Nothing in this code shall exclude a Commissioner from participating in or conducting business with the Tulalip Tribes, so long as the Commissioner is in compliance with Chapter 1.15 TTC, Code of Ethics for Tulalip Tribal Commissioners, or other applicable law and policy. [Res. 2014-446; Res. 2012-257 § 1.5].

9.05.080 Authority and responsibilities of TERO.
The TERO Department shall carry out the day-to-day administrative operations to enforce this code. The authority and duties shall include, but are not limited to, the following:

1. Implement and enforce the provisions of this code.

2. Administer the TERO program and budget.

3. Recommend regulations, amendments and agreements.

4. Develop, implement and enforce policies and procedures.

5. Investigate and process complaints alleging violations of this code to provide due process.

6. The Director shall represent TERO at Tulalip Board meetings, TERO Commission hearings and Tulalip Court proceedings.

7. Coordinate and provide reports for the Commission meetings.

8. Negotiate with contractors regarding their workforce requirements and TERO fee payment schedule.

9. Provide education and training options, eliminate barriers to employment, and enhance employment opportunities for Native Americans.
(10) The TERO staff shall report administratively in accordance with the organizational chart, as approved by the Tulalip Board of Directors. [Res. 2014-446; Res. 2012-257 § 1.6].

9.05.090 Inter-governmental relationships.
(1) EEOC/OFCCP. The TERO Director, with approval from the Tulalip Board of Directors, is authorized to enter into cooperative relationships with Federal employment rights agencies, such as, but not limited to, Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contract Compliance Program (OFCCP). The purpose of entering into these agreements is to prevent discrimination in the workplace. Nothing in these agreements supersedes the authority of the TERO Director and/or staff to investigate, act, or refer complaints to the appropriate agency.

(2) Federal Requirements. Agencies shall ensure compliance with Federal preference or other preference regulations for projects using Federal funds. Such Federal requirements may restrict agencies from utilizing the TERO preference bidding process in certain circumstances, or utilizing other TERO processes that give specific Tribal preference under this code.

(3) NAHASDA Tribal Housing. Native American Housing Assistance and Self-Determination Act (NAHASDA) project wages shall not be paid less than those required by the U.S. Secretary of Labor under the Davis-Bacon Act (40 U.S.C.) for the locality in which the work is to be performed, or as per the Tribal wage scale rates approved by the Tulalip Tribes. [Res. 2014-446; Res. 2012-257 § 1.7].

9.05.100 Native American preference – Employment.
All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the Reservation, shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or Federal requirements restrict the preference specified below.

Preference shall be given in the order listed below:

(1) Enrolled Tulalip Tribal members.

(2) Spouses, parent of a Tribal member child, biological child born to an enrolled Tulalip Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a Tribal member in a domestic partner relationship (with documentation).

(3) Other Natives/Indians, which shall mean any member of a Federally recognized Indian tribe, nation or band, including members of Federally recognized Alaskan Native villages or communities.

(4) Spouse of Federally recognized Native American.

(5) Other. [Res. 2014-446; Res. 2012-257 § 1.8].

9.05.110 Native American preference – Contracting and procurement.
(1) All entities, businesses, companies, and contractors shall give preference to certified businesses on the TERO NAOB registry for procurement of goods and services and construction projects, and in compliance with applicable laws and policies as referred to in TTC 9.05.140. Preference is further restricted by the following:

When 100 percent of Tulalip Tribal funds are used for contracting or purchasing goods or services, bids shall be awarded to a Tulalip Tribal member NAOB, if qualified, and so long as the bid is
responsive, responsible and within budget. For the purpose of this section, a “Tulalip Tribal member NAOB” is a business on the TERO NAOB registry that is 100 percent owned by a Tribal member or Tribal members, and shall be identified by TERO during the certification process in Article IV of this chapter. If there is no Tulalip Tribal member NAOB qualified or otherwise able to do the work, preference shall be followed.

(2) Preference in bidding may also be given to certified businesses on the TERO NAOB registry by restricting bidding, limiting competition and/or other bid preference provisions as specified in this code. [Res. 2012-257 § 1.9].

9.05.120 Exclusions.
(1) Homeowners that are building their own home are excluded from the construction contracting requirement. The definition of “home” as it applies in this section is defined as the main residence of an individual. Homeowners building secondary or multiple homes will not be eligible for the exclusion.

(2) Tribal, Federal and State projects where the work is performed by their regular permanent workforce are exempt from TERO requirements. However, TERO requirements shall apply to any work within these contracts that is contracted out. [Res. 2012-257 § 1.10].

9.05.130 Conflict of interest.
Any individuals shall be disqualified from any actions involving the decision process of employment or contracting where they have a personal interest or ownership in or involve an immediate family member. This may include personal relationships where there is a perception or appearance that they cannot act fair and without bias. [Res. 2012-257 § 1.11].

9.05.140 Application of other law and policy.
All persons, entities, agencies, contractors, and businesses under the jurisdiction of this code shall comply with all applicable Tribal laws and policies, including the Tribal Procurement Policies, and policies/SOPs that pertain to preference in employment, the workforce, workforce protection, contracting, and the purchase of goods and services. [Res. 2015-065; Res. 2014-446; Res. 2012-257 § 1.12].

Article II. Contractor Requirements

9.05.150 Preference provisions.
All businesses that advertise or solicit bids for projects, contracts, subcontracts, including written contracts to provide material, goods or services (procurement) shall give preference to qualified businesses listed on the TERO NAOB registry. Preference may be restricted or limited as required and/or allowed under this code.

The NAOB must be on the current TERO NAOB registry at or before the date the contract bid or proposal is due in order to qualify for preference on the contract.

The entity or contractor shall be prohibited from using excessive or unnecessary qualification criteria that exclude NAOBs.

This code shall not prevent the rejection of any bid or proposal on the grounds that the bid is nonresponsive or nonresponsible. [Res. 2014-446; Res. 2012-257 § 2.1].

9.05.160 Compliance responsibility.
All entities and/or persons engaged directly or indirectly in contracting are responsible to ensure that their contractors and subcontractors are in compliance with this code. [Res. 2012-257 § 2.2].
9.05.170 Compliance plan.
(1) All owners or contracting agencies and contractors, regardless of tier, shall be required to submit a TERO compliance plan within a minimum of 72 hours prior to commencing any work on the Reservation or on Tribal projects off the Reservation. No work shall commence until the compliance plan is approved by TERO. A compliance plan shall be used to monitor compliance with this code. Compliance plan requirements and goals may be tailored to the individual circumstances of the project or contractor in order to maximize TERO employment and NAOB contracting.

All contracting agencies/owners will be required to submit a contracting agency/owner compliance plan that will provide the TERO Department information regarding the project outline and total estimated project cost.

A compliance plan shall constitute a binding agreement, the terms of which shall be fully enforceable by TERO. Failure to obtain or adhere to the terms of an approved compliance plan, or supplying false information to TERO, shall subject the noncomplying party to monetary penalties of up to $1,000 per violation per day. Penalties assessed may be appealed to the TERO Commission.

Contractors engaged in work without an approved compliance plan will be required to stop work until an acceptable plan for implementing their obligations has been submitted to TERO and has been approved.

If a contractor or subcontractor has failed to comply with the preference requirements, TERO and/or the Tribes shall not be liable for any losses incurred when a contractor is not permitted to commence work.

(2) Notwithstanding any other provisions to the contrary in this code, project specific compliance plan agreements may be executed between the Board and contractor or employer, to govern employment and contracting within the Tulalip Business Park development or Quil Ceda Village. The duration of a specific compliance plan agreement approved by the Board and a contractor or employer may be the term of the employer’s lease or sublease, within the business park development or Quil Ceda Village. A project specific compliance agreement approved by the Board (a) may establish and govern the permanent or long term employment or contracting rights, responsibilities, liabilities, and obligations of the contractor or employer and subleases, contractors, subcontractors, vendors, and third party contracts of such contractor or employer under this code, (b) ensure due process for the contractor or employer, or (c) exempt the employer and any subleases, contractors, subcontractors, vendors, and third party contracts of such employer from other requirements, liabilities, and obligations of this code. [Res. 2014-446; Res. 2012-257 § 2.3].

9.05.180 Contractor job qualifications and requirements.
A contractor/subcontractor shall not create excessive and unnecessary job skill qualifications on TERO preference applicants, unless required by business necessity as determined by TERO. In this circumstance, the contractor/subcontractor shall submit a justification to TERO if requested by TERO. Nothing in this section shall preclude an applicant or TERO from challenging job requirements or criteria. TERO shall make a final determination on excessive and unnecessary job skill qualification, and require changes if necessary. [Res. 2012-257 § 2.4].

9.05.190 Workforce.
(1) Hiring Requirements. In accordance with the construction compliance plan, each contractor/subcontractor shall negotiate TERO preference hiring goals to maximize preference for positions outlined in the compliance plan.
Contractors/subcontractors shall not create unnecessary or excessive job skill requirements.

Employers shall give preference at all times so long as the worker is qualified. TERO may require a non-TERO worker be replaced if there is a qualified TERO worker available.

TERO reserves the right to negotiate up to 100 percent TERO hiring goals specifying the number of TERO workers the employer shall hire by craft and skill level.

Employers must contact TERO for employee dispatch 72 hours prior to commencing work to negotiate the workforce and to find qualified workers. If no TERO workers are available, the business may recruit from other resources. After receiving adequate justification, TERO will review and make a determination on a case-by-case basis to either approve or deny any exception from this requirement.

TERO is authorized in accordance with Article V of this chapter, Enforcement, to order removal and/or issue sanctions if any non-Native preference employees are not listed on the employer’s approved compliance plan. In deciding whether the employee should be removed, the TERO shall consider whether any qualified Natives applied or were available for hire at the time the position was filled.

Apprenticeship programs and/or positions may be considered in meeting employment preference goals.

All construction contractors/employers shall compensate their employees at a rate not less than the approved Tulalip construction wage scale specified for their trade or the prevailing wage scale per contract requirements. If the company is signatory to a construction trade union, the current pay scale with benefits of that trade will be paid, unless otherwise specified through any other compliance plan or contract; provided, that it is not less than the Tulalip construction wage scale.

(2) Permanent and Key Employee. Prior to commencing work on the Tulalip Indian Reservation, a prospective employer and all contractors and subcontractors shall identify permanent and key employees.

(a) A permanent employee is one who is and has been on the employers’ or contractors’ annual payroll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.

(b) A key employee is one who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. An employee who is hired on a project by project basis may be considered a key employee so long as they are in a top supervisory position or perform a critical function.

(c) TERO will review permanent and key employees on a case-by-case basis to ensure no actions were taken to circumvent the requirements of this section.

(d) Nonpreferred permanent and key employee(s) shall not exceed 20 percent of the workforce. Permanent and key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

(3) Counseling and Support Programs. TERO will work with the employer to provide referrals for TERO preference employees for counseling and other support services to assist in retaining employment when determined necessary.
(4) Layoffs. TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees. [Res. 2014-446; Res. 2012-257 § 2.5].

9.05.200 Compliance monitoring.
All entities engaged in any aspect of business within the TERO jurisdiction shall submit reports and other information, including but not limited to contract documents, TERO approved certified payroll and personnel records, if requested by TERO. TERO shall have the right to make on-site inspections in order to monitor an entity’s compliance. [Res. 2012-257 § 2.6].

9.05.210 Prohibited activities.
Contractors/subcontractors shall not:

(1) Submit false or fraudulent information to TERO or a Tribal agency.

(2) Knowingly make a false statement, whether by affidavit, verified statement, report, or other representation to a Tribal official or employee as it relates to contracting under this code.

(3) Operate as a front or pass through company.

(4) Prevent or interfere with a contractor’s or subcontractor’s compliance with this code.

This list is not exhaustive and violations of any other provision in this code shall be deemed a prohibited activity, and contractors/subcontractors who engage in prohibited activities, or commit any other violation in this code, shall be subject to penalties in accordance with Article V of this chapter. TERO may request any and all documentation deemed necessary by TERO, and determine whether or not a violation has occurred. [Res. 2012-257 § 2.7].

9.05.220 TERO fee.
(1) The TERO fee is assessed for the privilege of conducting business on the Reservation or on Tribal projects off the Reservation and for the cost of assistance and enforcement under this code.

(2) Every project or contract with total aggregate price of $10,000 or more will be assessed a TERO fee of 1.75 percent of the total gross contract price.

(3) The contracting agency or general contractor shall be the responsible party for paying the entire TERO fee for the project.

(4) Upon completion of the compliance plan, the TERO Department may invoice the general contractor or contracting agency for the TERO fee with payment due within 14 days of the invoice. Lack of an invoice shall not relieve any obligation to pay the required fee. The TERO fee shall be paid in full, prior to commencement of any work. However, where good cause is shown, TERO may authorize installment payments to be paid over the course of the contract.

(5) Fee collection enforcement and property seizure provisions shall be pursuant to enforcement provisions in Article V of this chapter. [Res. 2012-257 § 2.8].

9.05.230 Change order fee assessment.
If for any reason the cost of the project increases or decreases, the contracting agency or general contractor shall notify TERO of this change and any additional TERO fee shall be assessed and paid or refunded. [Res. 2012-257 § 2.9].

9.05.240 Construction trade unions.
Nothing herein shall constitute Tulalip Tribes recognition of any union or endorsement of any union activity, and unions have no jurisdiction or authority over any activities operated pursuant to the sovereign authority of the Tulalip Tribal Government. An employer, contractor or subcontractor having a collective bargaining agreement with one or more labor unions must obtain written agreement from said unions indicating that they will comply with this code, and the rules, regulations and orders of the TERO Representative. Until such agreement is filed with the TERO Representative, the employer shall not commence work on the Tulalip Reservation.

(1) Contents of Union Agreements. Every union agreement with a contractor must be filed with the TERO Representative and must provide:

(a) Preferred Employee Preference. The union shall give absolute preference to preferred employees in job referrals regardless of which union referral list they are on.

(b) Cooperation with the TERO Representative. The union shall cooperate with the TERO Representative in all respects.

(c) Registration. The union shall establish a mechanism allowing preferred employees to register for job referral list by telephone or mail or in person, coordinating efforts through the TERO Representative.

(d) Training Programs. The union shall establish entry apprenticeship programs, advanced apprenticeship program and a journey level upgrade.

(e) The union shall provide direct entry into the union for all preferred employees who wish to join the union at a skill level (i.e. apprentice, journey, etc.) commensurate with their ability and skill.

(f) Temporary Work Permits. The union shall grant temporary work permits to preferred employees who do not wish to join the union.

(g) Special Provisions. The union shall provide special provisions for TERO clients through negotiations with the TERO Representative. [Res. 2014-446; Res. 2012-257 § 2.10].

Article III. Tulalip Tribal Entities Construction Procurement

9.05.250 Preference requirements.

All Tribal agencies, entities, divisions, departments, contractors, subcontractors and vendors that advertise or solicit bids for projects, contracts, and subcontracts, including purchase orders to provide material, goods or services shall give preference to a qualified NAOB on the TERO NAOB registry.

All businesses on the TERO NAOB registry must be given the opportunity to bid on the work in which they are qualified. The agency or contractor shall be prohibited from using excessive or unnecessary qualification criteria. [Res. 2014-446; Res. 2012-257 § 3.1].

9.05.260 Federal funding – Preference.

When Federal funding is utilized in a project, the agencies shall comply with Federal and other preference requirements if applicable. [Res. 2012-257 § 3.2].

9.05.270 Restrictive bidding.

The Tulalip Tribes finds that small business is historically underutilized within the jurisdiction of the Tulalip Tribes. The primary objective of this section is to promote and grow these businesses by providing additional opportunity within the jurisdiction of the TERO program.
(1) An agency, entity, department, contractor, or other business has discretion and may limit or restrict bidding to Tulalip Tribal member small business on identified projects. If the agency identifies a project that can be limited to small business and there are two or more certified, qualified Tulalip Tribal member small businesses on the TERO registry that are likely to submit responsive and responsible bids, then the agency shall restrict bidding to only Tulalip Tribal member small businesses as defined below.

“Small business” is defined by a Tulalip Tribal member NAOB with gross revenue less than $1,000,000 as reported annually on its Federal income tax return or its return filed with the Department of Revenue over the previous year. Owners with interest in two or more businesses on the TERO NAOB registry do not qualify for small business category unless the combined gross revenues for the businesses do not exceed $1,000,000. In order to qualify under this category, the business must provide the necessary documents for TERO determination, and certify, under penalty of perjury, that it is owned and operated independently from all other businesses.

(2) When there are two or more certified, qualified Tulalip Tribal member owned NAOBs on the TERO registry that are likely to submit responsive and responsible bids and there are no bidding requirements that would preclude such a restriction, the agency shall restrict bidding to only Tulalip Tribal member owned NAOBs.

(3) When there are two or more certified, qualified NAOBs on the TERO registry that are likely to submit responsive and responsible bids, then the agency may restrict bidding to only NAOBs. [Res. 2014-446; Res. 2012-257 § 3.3].

9.05.280 Maximizing NAOB involvement.
The Tribal contracting entity shall evaluate each contract on a case-by-case basis to divide the scope of work to achieve maximum involvement of contracting/subcontracting with NAOBs on the TERO registry. [Res. 2014-446; Res. 2012-257 § 3.4].

9.05.290 Self-performance and contractor restrictions.
(1) Tribal entities may require and ensure that a contractor/subcontractor is able to perform, and is actually performing, a minimum percentage of the work outlined in the bid documents. The minimum percentage, if any, shall be defined and determined by the entity letting the bid.

(2) No NAOB shall receive preference provisions or preference points offered by this code as both a general contractor and subcontractor, regardless of tier, on the same project. Additionally, when the request for bid or request for proposal includes minimum requirements for TERO participation related to subcontracting, no NAOB shall be counted twice in determining if a bidder meets the specified minimum requirements for the project. If a NAOB has interest or partnership with other NAOBs, only one of the NAOBs will be counted in determining if a bidder meets the specified minimum requirements for the project, regardless of tier. All provisions in this section shall be applied together and in their entirety. [Res. 2014-446; Res. 2012-257 § 3.5].

9.05.300 Monitoring responsibilities.
Each contracting agency shall be responsible for monitoring and enforcing preference implementation in contracting, employment, and training by its contractors and subcontractors. Monitoring under this section shall include monitoring and requiring performance in conformity with NAOB or non-NAOB bid submission information. Should incidents of noncompliance be found to exist, the agency or contractor shall take appropriate remedial action.

If the agency or contractor has not provided adequate monitoring or enforcement of preference they may be found in noncompliance and are subject to remedial actions and/or sanctions. Multiple
violations will be reported to the appropriate management authority to implement corrective action in accordance with their respective personnel policy or ordinance.

If there is a contract performance issue with the quality of work of a NAOB, the relevant documentation must be submitted to TERO. In this circumstance, TERO may determine or direct one or all of the following:

(1) The performance issue is “unfounded.”

(2) Approve an exclusion from accepting bids from the same contractor on future projects.

(3) Provide the contractor with recommendations in training to remedy the performance issue.

(4) Decertification of the NAOB if the NAOB refuses or fails to remedy the performance issue. [Res. 2014-446; Res. 2012-257 § 3.6].

9.05.310 Conflict of interest.
Tribal employees or other Tribal officials shall be disqualified from any actions involving the decision process of awarding bids, contracts or purchases that they have a personal interest or ownership in or if the decision involves an immediate family member. Any conflict of interest violation may render a contract null and void. [Res. 2012-257 § 3.7].

9.05.320 Tulalip bid award process.
Some of the determining factors of awarding a bid that may be considered are, but not limited to: the contractor’s capability, qualifications, scheduling, pricing and preference. All entities shall be required to utilize competitive bids or proposals as follows:

(1) TTC 9.05.330, Competitive bid award.

(2) TTC 9.05.340, Competitive “weight of award” bid process.

(3) TTC 9.05.350, Requests for proposal (RFP).

(4) TTC 9.05.360, In imminent need and emergency award process. [Res. 2012-257 § 3.8].

9.05.330 Competitive bid award.
Preference in the award of contracts and subcontracts that are let under a competitive bidding or proposal process (e.g., conventional bid construction contracts, material supply contracts) shall be provided as follows:

(1) If the agency or contractor has restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the bid award shall be made to the NAOB firm with the lowest responsive and responsible bid.

(2) If only one qualified NAOB submits a responsive bid or proposal, the agency or contractor shall proceed as follows:

   (a) Accept the one responsive bid or proposal should the agency determine the one NAOB responsive bid or proposal is at an unusually favorable price; or

   (b) Negotiate a reasonable price with the single qualified NAOB should the agency determine that delays caused by re-advertising the work would subject the project to higher costs; or

   (c) Reject all bids and re-advertise for bids or proposals. The agency will determine whether to restrict or limit competition to NAOBs. If bidding is not restricted to NAOBs then the agency
or contractor shall comply with the requirements in subsection (3) of this section.

(3) If the agency or contractor has not restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the award shall be made to the certified, qualified NAOB with the lowest responsive bid if that bid is within budgetary limits established for the specific project or activity for which bids are being taken and no more than “X” higher than the bid prices of the lowest responsive bid from any qualified non-NAOB bidder. “X” is determined as follows: When the lowest responsive bid is:

\[ X = \text{less of} \]

<table>
<thead>
<tr>
<th>Category</th>
<th>Formula</th>
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<tbody>
<tr>
<td>Less than $100,000</td>
<td>10% of that bid, or a maximum of $9,000</td>
</tr>
<tr>
<td>At least $100,000 but less than $200,000</td>
<td>9% of that bid, or a maximum of $16,000</td>
</tr>
<tr>
<td>At least $200,000 but less than $300,000</td>
<td>8% of that bid, or a maximum of $21,500</td>
</tr>
<tr>
<td>At least $300,000 but less than $400,000</td>
<td>7% of that bid, or a maximum of $25,000</td>
</tr>
<tr>
<td>At least $400,000 but less than $500,000</td>
<td>6% of that bid, or a maximum of $27,000</td>
</tr>
<tr>
<td>At least $500,000 but less than $1 million</td>
<td>5% of that bid, or a maximum of $45,000</td>
</tr>
<tr>
<td>At least $1 million but less than $2 million</td>
<td>4% of that bid, or a maximum of $72,000</td>
</tr>
<tr>
<td>At least $2 million but less than $4 million</td>
<td>3% of that bid, or a maximum of $108,000</td>
</tr>
<tr>
<td>At least $4 million but less than $7 million</td>
<td>2% of that bid, or a maximum of $126,000</td>
</tr>
<tr>
<td>$7 million or more</td>
<td>1.5% of the lowest bid, with no dollar limit</td>
</tr>
</tbody>
</table>

If a certified, qualified NAOB firm does not submit a responsive bid within the stated range of the total bid price of the lowest non-NAOB responsive bid, award shall be made to the non-NAOB bidder with the lowest responsive bid. [Res. 2014-446; Res. 2012-257 § 3.9].

9.05.340 Competitive “weight of award” bid process.
If the agency or contractor determines that it is appropriate to base award of the work upon a competitive “weight of award” bid process, award shall be made to the most responsive bidder with the highest total points awarded to them after taking all bid items into consideration. The agency or contractor shall clearly define the particulars of the “weight of award” rating system that provides for assignment of points for the relative merits of submitted bids. The bid documents shall identify all rated factors, including price or costs, or significant subfactors that will be considered in awarding the contract, and shall state the relative importance the agency or contractor places on each evaluation factor and/or subfactor. Prior to the award of contract an agency or contractor shall require that the most responsive bidder provide supportive documentation verifying submitted bid information. Should the bidder be unable to substantiate the stated bid information, then the agency or contractor shall disqualify the bidder and require the next most responsive bidder to submit this information for their bid.

(1) If the agency or contractor has restricted bidding or limited competition to only qualified NAOBs in accordance with TTC 9.05.270, then the bid award shall be made to the certified, qualified NAOB with the highest total points awarded.

(2) If only one qualified NAOB submits a responsive bid or proposal, the agency or contractor shall proceed as follows:

(a) Accept the one responsive bid or proposal should the agency determine the NAOB responsive bid or proposal is at an unusually favorable price; or

(b) Negotiate a reasonable price with the single qualified NAOB should the agency determine that delays caused by re-advertising the work would subject the project to higher costs; or
(c) Reject all bids and re-advertise for bids or proposals without restricting or limiting competition to NAOBs. The agency will determine whether to restrict or limit competition to NAOBs. If bidding is not restricted to NAOBs then the agency or contractor shall comply with the requirements of subsection (3) of this section.

(3) If the agency or contractor has not restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the NAOB shall be given a bid preference. Such preference “Y” shall be given to certified, qualified NAOBs provided their bid is no more than “X” higher than the bid prices of the lowest responsive bid from any qualified non-NAOB bidder. “X” and “Y” shall be determined as follows:

When the lowest responsive bid is:

<table>
<thead>
<tr>
<th>Bid Amount</th>
<th>X = lesser of</th>
</tr>
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<tbody>
<tr>
<td>Less than $100,000</td>
<td>10% of that bid, or a maximum of $9,000</td>
</tr>
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</tr>
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<td>$7 million or more</td>
<td>1.5% of the lowest bid, with no dollar limit</td>
</tr>
</tbody>
</table>

Provided the requirements for “X” have been met, “Y” shall be determined as follows:

When the lowest responsive bid is:

<table>
<thead>
<tr>
<th>Bid Amount</th>
<th>Y = additional points awarded to Bidder calculated as</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $100,000</td>
<td>10% of the points awarded to Bidder for Price</td>
</tr>
<tr>
<td>At least $100,000 but less than $200,000</td>
<td>9% of the points awarded to Bidder for Price</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

After the preference provisions have been added to the NAOBs’ proposals the bid award shall be made to the bidder with the highest total points awarded, provided the proposals are within the projected budget amount.

If a qualified NAOB does not submit a responsive bid satisfying the preference provision requirements, then the bid award shall be made to the bidder with the highest total points awarded. [Res. 2012-257 § 3.10].

9.05.350 Requests for proposal (RFP).
Preference in the award of contracts and subcontracts that are let under a request for proposal (RFP) shall be provided as follows:
If the agency or contractor selects its contractor(s) or subcontractor(s) through a request for proposal (RFP) process and has restricted bidding or limited competition to only qualified NAOBs in accordance with TTC 9.05.270, then the contract award shall be made to the qualified NAOB with the highest total points awarded for their proposal based upon the rating system as established in the RFP after taking all proposal items into consideration.

If only one qualified NAOB submits a responsive bid or proposal the agency or contractor may re-advertise the RFP without restricting or limiting competition to the NAOBs.

The agency or contractor shall clearly define the particulars concerning the RFP, including the rating system that provides for assignment of points for the relative merits of submitted proposals. The RFP documents shall identify all rated factors, including price or costs, or any significant subfactors that will be considered in awarding the contract, and shall state the relative importance the agency or contractor places on each evaluation factor and/or subfactor.

(1) If the RFP invites responses from qualified non-NAOBs, the agency or contractor shall set aside a minimum of 15 percent of the total number of available rating points for the provision of Native preference in the award of contracts and subcontracts. The percentage or number of points set aside for preference and the method for allocating these points shall be clearly defined in the RFP.

(2) An agency shall require contractors responding to an RFP issued as a part of this section to use the same point system as stated in the RFP when considering procurement of subcontracted work. The contractor shall set aside a minimum of 15 percent of the available rating points for the provision of Native preference in subcontracting. The RFP shall explain the criteria to be used by the contractor in evaluating proposals submitted by subcontractors. [Res. 2012-257 § 3.11].

9.05.360 In imminent need and emergency award process.
Tribal entities may contract for imminent need and/or emergency repair or work on a time and materials basis. An “imminent need and/or emergency” shall be defined as repair or work that must be started within 24 hours of the time the entity first learned of the need for the repair or work. Each entity shall maintain a list of qualified contractors to utilize under these circumstances, and shall make a good faith effort to rotate qualified contractors used in an imminent need and/or emergency circumstance. [Res. 2012-257 § 3.12].

9.05.370 Bid collusion.
Bid collusion is strictly prohibited for contracts awarded under this code and subject to penalty and enforcement by TERO. Bid collusion shall include, but is not limited, to price fixing, bid rigging, allocation schemes, or any other action or inaction that restricts competition or impacts project pricing. Furthermore, any practice involving or comparable to informing a competitor of the amount of the bid or offering them an opportunity to underbid will be considered bid collusion.

If a Tribal entity determines that a contractor has engaged in bid collusion, the entity shall disqualify the bid and refer the matter to TERO. The Tribal entity shall provide TERO with all documentation supporting its determination. If TERO makes a finding that bid collusion did occur, penalties may be issued accordingly.

TERO reserves the right to exercise all available equitable and legal remedies, including withholding of contract payment. Additionally, the following specific penalties in accordance with Article V of this chapter, Enforcement, shall be followed.

(1) Cancellation of the contract and debarment from contracting or decertification with the Tribes for up to one year, debarment for up to three years may be imposed for willful repeated violations.
Individuals debarred from contracting may not bid or participate in any Tribal contracts as owners or key employees of other companies during the period of debarment. In the event a contractor is engaged in work on the Reservation or on Tribal funded projects off the Reservation at the time they are found to have engaged in bid collusion, the contracting agency in its discretion may require that the contractor complete their current contracted work, and during this period, the contractor shall be suspended from bidding and/or performing any other work. The debarment period imposed shall commence when the current work is completed.

(2) Any contractor found to have engaged in bid collusion may be liable for damages for any losses suffered by another firm as determined and assessed by the TERO Commission.

Any contractor disputing a TERO determination on bid collusion may appeal in accordance with the procedures in Article V of this chapter. [Res. 2014-446; Res. 2012-257 § 3.13].

**Article IV. Certification of Native American Owned Business (NAOB)**

**9.05.380 TERO NAOB certification.**
An applicant seeking to be TERO certified for preference in contracting shall submit a complete certification application, along with the following documents:

(1) Documentation of membership by a U.S. Federally recognized Native American tribe, nation or band, including members of Federally recognized Alaskan Native villages, communities and corporations and proof of at least 51 percent Native ownership.

(2) Business license certifications, business structure documents (sole proprietor, partnerships, incorporations, LLC), insurance and bonding capabilities.

(3) TERO shall require all other necessary licensing documentation specific for the service provided as determined by TERO.

(4) TERO reserves the right to exempt certain requirements if deemed not necessary for the type of service provided.

(5) (Industry Standards) Portfolio that includes proof of the experience and staff expertise in the specific field listed, resume of jobs completed, and references.

(6) Business plan that includes proof of the experience and staff expertise in the specific field, projected financials and references.

(7) Any other documentation or pertinent information required by TERO. TERO shall have sole discretion in determining licensing requirements under this section.

For compliance and enforcement purposes, TERO shall require that each NAOB maintain and provide a Federal tax ID number to TERO and separate Tulalip business licenses for each separate business as required by TERO. TERO shall require each separate business to meet all NAOB certification requirements in this section.

(8) NAOB Ownership Requirements. The following factors shall be applied in identifying 100 percent Tulalip Tribal member owned business and minimum ownership requirements for the applicable certification categories. The purpose of this identification is for awarding contracts under TTC 9.05.110 and other restrictive bidding opportunities in this code.

(a) Percentage and Control.
(i) One Hundred Percent Tulalip Tribal Member NAOB. Must be 100 percent owned by a Tulalip Tribal member or members. The owner(s) must exercise majority control of the business and be substantially involved in the day-to-day management and operations.

(ii) NAOB. Must be 51 percent Native American owned and the majority owner must exercise majority control of the business and be substantially involved in the day-to-day management and operations.

(b) Value. The Native owner(s) must establish that they provide real value for their stated ownership interests by providing legal documents such as stock ownership, capital, assets, structure, management, control, financing and salary commensurate with the value of their ownership share.

(c) Profits. The Native owner(s) will receive a percentage of all profits equal to their ownership interest. Any provision that gives a non-Native owner a greater share of the profits, such as but not limited to management fees, equipment rental fees or bonuses, will result in decertification. Salary scales are subject to review by TERO to ensure the relative salaries being paid to Native and non-Native owners are consistent with the skills of the parties and are not being used to circumvent the requirements of this code.

(d) Technical Qualifications. The NAOB will be required to submit sufficient documentation to verify that it has the technical and administrative qualifications to be certified in the specific category requested including the Native owner(s) having the skill and expertise to perform the work.

All NAOBs shall report any changes of ownership or control status within 14 days after such changes have occurred. If at any time Native American ownership drops below 51 percent TERO reserves the right to decertify the company.

The TERO Department shall review the status of all certified NAOBs on an annual basis. Each NAOB shall update their information annually. Failure to provide information pursuant to these requirements shall constitute grounds to be decertified and taken off the NAOB registry. [Res. 2012-528; Res. 2012-257 § 4.1].

9.05.390 Appeal of denied certification.
Denial of NAOB certification by the TERO Department may be appealed to the TERO Commission. The written appeal must be received by TERO within 14 days of the denial notice. The Commission’s decision is final and cannot be further appealed.

A firm that has been denied certification may not re-apply for a period of time as determined by the TERO Commission on a case-by-case basis. [Res. 2014-446; Res. 2012-257 § 4.2].

9.05.400 Brokers, vendors, suppliers and distributors.
In order to obtain certification under this code, brokers, vendors, suppliers and distributors must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment being provided are kept in stock and regularly sold or leased to the public in the usual course of business. Relevant documentation, as determined by TERO, shall be provided to TERO upon request. This requirement shall not apply where the applicant demonstrates proof that it is not customary and usual in the particular business industry to keep the materials, supplies, articles or equipment in stock. [Res. 2012-257 § 4.3].

9.05.410 Joint ventures.
Joint venture documents between certified NAOBs will be submitted and processed through the TERO Department for review. Joint ventures between a NAOB and a non-NAOB will be certified
on a project by project basis if the NAOB can successfully demonstrate the following:

(1) The Native American ownership and control complies with the requirements as defined in this section.

(2) The NAOB has entered into the joint venture with the non-NAOB to provide limited backup capabilities such as bonding, specialized expertise, or capital.

(3) The non-NAOB will mentor the NAOB to increase the expertise and value of the NAOB.

No joint venture shall qualify for preference if the Native American ownership in the joint venture is less than 51 percent or fails to demonstrate the majority control of the business at any time; which may result in a violation or decertification. The owners must have prior experience, training, occupational ties or sufficient knowledge in the business that the joint venture is engaged in such that they are qualified to serve in the senior level positions. [Res. 2012-257 § 4.4].

9.05.420 Decertification.
A NAOB is subject to decertification if the business engaged in prohibited activities or has changed its ownership and control so that it no longer meets the requirements for certification. Failure to notify TERO of changes in ownership, control, or operations shall also be grounds for decertification.

The TERO Commission may review and recommend corrective action or training for a NAOB with a multiple nonperformance contract issue or multiple violations of the TERO Code. If the NAOB refuses or does not comply with the Commission directive they may be decertified. [Res. 2012-257 § 4.5].

Article V. Enforcement

9.05.430 Due process.
All persons, agencies, departments, entities, and contractors shall have the rights to due process through a fair non-biased process. [Res. 2012-257 § 5.1].

9.05.440 Complaint.
(1) TERO Complaint. An aggrieved party (“complainant”) may file a written signed complaint stating the basis for an alleged violation of this code. The complaint must include a detailed account of the facts with supporting documentation and the remedy that they are seeking. The complaint must be filed at the TERO office within 14 days from the date of the last action or omission upon which the complaint is based. The TERO office shall serve the complaint on the respondent.

(2) Contracting Complaint. A contractor aggrieved by a decision of a contracting agency (“complainant”) must first file a written signed complaint with the contracting agency stating the basis of the alleged violation of this code. The complaint must include a detailed account of the facts with supporting documentation and the remedy that they are seeking. The complaint must be filed with the contracting agency no later than 14 days from the date of the action or omission upon which the complaint is based.

(3) Contracting Agencies Complaint Responsibilities. Upon receipt of a complaint under this section, the contracting agency shall:

   (a) Immediately initial and date when a complaint is received;

   (b) Communicate with the complainant within seven days to attempt to resolve the issue;
(c) The agency or contractor shall take appropriate steps to remedy any noncompliance issues or violations of the code immediately upon notification;

(d) If the matter is not resolved within 10 days of the initial complaint, the complainant may file a written complaint with TERO (see subsection (1) of this section) and shall serve the document on the contracting agency. [Res. 2014-446; Res. 2012-257 § 5.2].

9.05.450 TERO jurisdiction determination.
Upon receipt of a complaint, TERO shall conduct a preliminary review to determine if TERO has jurisdiction over the complaint.

If the TERO Department makes a determination that the complaint does not allege a violation of this code, the complaint shall be immediately dismissed, and/or referred to the proper department or agency. The complainant may appeal and seek review of this jurisdictional determination by the Commission by filing a written request for review within 14 days of the date of the dismissal. The complainant shall state in writing the nature of the complaint and the reasons they believe TERO has jurisdiction. The Commission shall review the file at the next scheduled TERO Commission meeting at which the complainant may attend and be heard on the issue of jurisdiction. The Commission will make a jurisdictional determination. The decision of the Commission is final and not subject to further appeal. [Res. 2012-257 § 5.3].

9.05.460 Investigations.
The TERO staff shall have full investigative authority as deemed necessary to determine whether a violation of any provision of this code has occurred or to aid in prescribing rules, regulations, and guidelines hereunder.

All reported incidents shall be investigated under the following guidelines:

(1) All information shall be kept confidential to the fullest extent possible, unless disclosure is required for further investigation, or during a hearing or appeal. However, TERO shall not allow the goal of confidentiality to be a deterrent to an effective investigation.

(2) TERO will not allow retaliation against any parties that may be included in the investigation or complaint process.

(3) An employer may not be held liable for such acts of its employees, if the employer is able to establish that they took immediate and appropriate corrective action.

If a covered employer or contractor refuses to permit TERO staff from entering onto business premises during business hours or from reasonably inspecting or copying documents, the Director may impose a violation with fines.

If the TERO Director is forced to seek enforcement of a Commission subpoena in Tribal Court, the Court shall order, in addition to the penalties authorized by this code, the assessment of attorney’s fees and costs against the party found in violation of the Commission subpoena. [Res. 2012-257 § 5.4].

9.05.470 Complaint process and determination.
Upon determination that TERO has jurisdiction over the matter, TERO staff will meet with the complainant within seven days of receiving the complaint. TERO shall attempt to remedy the issue through mediation with both parties within 10 days of first receipt of the complaint. If the parties are unable to resolve the dispute through mediation, TERO shall begin a formal investigation within seven days of the close of mediation. During the investigation, TERO shall review all pertinent documentation and any additional information, if any, and shall gather written statements from both
parties. The complainant has the burden to prove that a violation of this code did in fact occur. Both parties shall also have the responsibility to provide all relevant documentation. TERO has 21 days to complete the investigation.

Within seven days of the completion of the investigation, TERO shall notify the complainant and responding party in writing of the findings and the basis for such findings, and remedies ordered.

If TERO finds insufficient evidence to establish that a violation occurred, the file shall be closed and notice of closure shall be provided to both parties. [Res. 2014-446; Res. 2012-257 § 5.5].

9.05.480 Penalties and remedies.
TERO shall have the authority to issue citations with a warning, assess penalties and other remedies. Upon a finding of a violation of this code, under the direction of the TERO Director, the TERO staff shall have the authority to assess the following penalties and remedies:

(1) Impose a remedial civil penalty not to exceed $5,000 per violation;

(2) Order any employer to remedy the situation;

(3) Issue a stop work or removal order;

(4) Order the payment of back pay and/or punitive damages;

(5) Order the payment of documented lost profits;

(6) Any other penalties authorized under specific sections of this code;

(7) Withhold payment until the violation is remedied;

(8) Suspension or termination of the contract;

(9) Debarment from contracting with the Tribes for up to one year; debarment for up to three years may be imposed for willful repeated violations. Individuals debarred from contracting may not bid or participate in any Tribal contracts as owners or employees of other companies during the period of debarment;

(10) Denial of certification;

(11) Suspension of certification; and/or

(12) Decertification.

If the Director believes that immediate action is necessary to prevent irreparable harm resulting from an alleged violation of this code, the Director may request the Commission to issue a temporary order for immediate interim injunctive relief not to exceed 14 days.

Penalties shall be imposed by TERO with a written notice to the person or business. The TERO orders or penalties may be appealed to the TERO Commission in accordance with TTC 9.05.520.

All monetary penalties shall be paid within 30 days from date of the citation. If a party fails to file a timely appeal or comply with a TERO order, TERO may petition the Tribal Court for an order of enforcement.

In cases involving a challenge to employment or contracting decisions or actions by the Tribes, Tribal entities or Tribal officials acting within the scope of their authority, remedies shall be limited
to nonmonetary injunctive relief and payment of documented lost wages or lost profits. [Res. 2014-446; Res. 2012-257 § 5.6].

9.05.490 Enforcement violation.
The Director shall have authority to seek enforcement in Tribal Court, if necessary. The Tribal court shall have jurisdiction over proceedings brought by the Director to enforce TERO orders, and may assess attorney fees and costs, and such other sanctions in addition to those contained in the order, that the court deems just and reasonable. [Res. 2014-446; Res. 2012-257 § 5.7].

9.05.500 Property seizure provisions.
If at any stage in the fee assessment process there is good reason to believe there is a danger the party will remove itself or its property from the jurisdiction of the Tulalip Tribal Court, and TERO will not be able to collect monetary damages or TERO fees that are owed, the Director may petition the Court pursuant to the Court’s rules and procedures to attach property to secure compliance or for such other relief as is necessary and appropriate to protect the rights of affected parties.

If a party has failed to pay monetary damages imposed, or fails to comply with any order of the Commission or the Court, the Director may petition the Court to hold such party in default. The Tribal Court shall have authority to authorize the Tribal Police to seize property of the defaulting party to satisfy obligations under a valid TERO order. [Res. 2012-257 § 5.8].

9.05.510 Appeals to TERO Commission.
Any party that is dissatisfied or aggrieved by a decision from TERO may file a written appeal to the Commission within 14 days from the date of receipt of the decision. The appeal notice shall state the reasons for the appeal and shall have a copy of the decision or order attached. If the party fails to respond within the 14 days they shall lose all rights to challenge or appeal, and the decision or order shall be final and be enforced immediately.

The Commission shall review the files and determine if they will hold a hearing on the case, or if they can decide the case based on the written materials submitted by the TERO and the complainant. If the Commission determines that a hearing is unnecessary, the Commission shall issue an order stating the basis for its decision. A hearing shall be afforded in all cases when a timely appeal is filed by an individual or entity challenging a TERO noncompliance order imposing sanctions, or penalties. [Res. 2012-257 § 5.9].

9.05.520 Appeal of noncompliance by TERO.
Any party that believes an action by the TERO staff is in excess of the authority granted under this code may file a complaint with the Commission. The complaint must be filed no later than 14 days from the date of the action upon which the complaint is based. The complainant shall have the burden of proof. [Res. 2012-257 § 5.10].

9.05.530 Fee enforcement and collection.
If a required fee is not paid within one month of receipt of the invoice a citation shall be issued. If necessary a TERO Commission hearing shall be scheduled, and the TERO Department may issue a stop work or payment order. Interest will accrue from 60 days past the due date at a rate of 12 percent annually. [Res. 2012-257 § 5.11].

9.05.540 Pre-hearing process.
(1) Review of TERO Files. The responding party shall have the right to review the case file of the TERO Department by scheduling a visit during regular working hours at any point after receiving notice of a hearing. However, TERO shall have the right to excise proprietary information, the identity of confidential informants or confidential information from the file which will not be relied upon in the presentation of TERO’s case.
(2) Continuance. Any party can request a continuance of a TERO hearing. The party must show good cause for continuing the hearing. [Res. 2012-257 § 5.12].

9.05.550 Commission hearing.
When there is a TERO determination that expeditious action is required to preserve the rights of the individuals, a TERO hearing will be scheduled as soon as possible. Commission hearings will be open, unless either party can show good cause to close the procedures to the public.

The roles and responsibilities of the parties are, but not limited to, as listed below:

(1) Burden of Proof. Parties aggrieved by a TERO order shall have the burden of proof by a preponderance of the evidence that TERO was incorrect in finding a violation of this code or the regulations adopted under it, or that any proposed penalty, sanction, award, or required action ordered by TERO is incorrect or unwarranted.

(2) Presiding Officer. As presiding official, the Chairperson of the Commission will control the proceedings and shall take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing.

(3) TERO Representation. TERO staff shall present the requirements of the TERO Code in all Commission hearings even if the hearing was initiated by a complaint filed by a private individual.

(4) Respondent. The respondent shall be present for the entire hearing to represent themselves.

(5) Failure to Appear. If either party fails to appear, the Commission will review all pertinent information and make their decision with the testimony presented.

(6) Commission Quorum. In the absence of a quorum at a Commission hearing, a case filed by a complainant will be postponed until a later date. In the case of a citation appeal all charges shall be dismissed.

(7) Prohibition against Reprisals. All parties shall have a right to testify, without fear of reprisal or retaliation. [Res. 2014-446; Res. 2012-257 § 5.13].

9.05.560 Commission decision.
The Commission findings shall be in writing and issued within 14 days after the hearing. The decision shall be effective and enforceable immediately.

(1) Penalties and Remedies Authorized. If the action appealed is from a noncompliance order or decision, the Commission may uphold the TERO order or decision, overturn the TERO order or decision, or reduce the TERO recommended penalties. The TERO Commission shall not have the authority to increase the total amount of monetary penalties or damages issued under the TERO order except for justified adjustments in back pay or lost profit amounts. If the appeal is from a TERO finding that no violation occurred and the TERO Commission reverses the TERO decision and finds a violation did occur, the Commission shall have authority to issue any remedies that the TERO Director is authorized to issue under TTC 9.05.490. [Res. 2012-257 § 5.14].

9.05.570 Appeals to Tulalip Tribal Court.
Any party that is dissatisfied or aggrieved by a final decision of the TERO Commission may file an appeal to the Tulalip Tribal Court. The appeal shall be taken by filing a written notice of appeal with the Tribal Court and attaching the TERO Commission decision that is being appealed. The appeal must be filed within 10 days of the date of issuance of the TERO Commission decision. The notice of appeal shall be served on all parties on or before the date due for filing the appeal.
All appeals to Tribal Court shall be decided based on the record of the TERO Commission hearing or decision. Upon filing of an appeal, the TERO Commission shall transfer the Commission hearing or decision record to the Tribal Court. The appellant shall pay the costs of copying the TERO Commission record. The appellant shall have the burden of proof on appeal. The jurisdiction of the Tribal Court in appeals of TERO Commission decisions shall be limited to reversing the TERO Commission and directing a new Commission hearing with appropriate instructions where the TERO Commission decision is found to be arbitrary, capricious or clearly erroneous. There shall be no further appeal from a decision of the Tulalip Tribal Court. [Res. 2012-257 § 5.15].

9.05.580 Legal representation.
If any party retains an attorney they must give a 14-day notice to TERO of their intent to have legal representation. At that time TERO will request the Reservation Attorney to represent TERO in all further matters. [Res. 2012-257 § 5.16].

9.05.590 Sovereign immunity.
Nothing in this code is intended to waive or alter the sovereign immunity of the Tribes, Tribal departments, entities or employees acting in their official capacities. [Res. 2012-257 § 5.17].
Appendix D

Contract Plans
LANDSCAPE CONSTRUCTION NOTES:

1. DIGESTION AREA TO CREATE WETLAND - SEE GRADING PLAN FOR FOOTPRINT.
2. SELECTING CLEAVER, CRAB AND PRUNE UNDERRA VEGETATION IN THIS AREA.
3. SOD AMOUNTMENT, PLACE 3'-2'-SOIL AMOUNT AND TILL INTO SOD WITH A DEPTH OF 10" IN ALL PLANTING AREAS. SEE DETAIL ON SHEET MP1.
4. FINE COMPOST PRIOR TO PLANTING AND PLACEMENT OF SOIL. PLACE A 3" LAYER OF FINE COMPOST OVER THE ENTIRE SURFACE OF THIS PLANTING AREA.
5. WOOD CHIP MULCH, PLACE A 3" LAYER WOOD CHIP MULCH OVER THE ENTIRE SURFACE OF ALL PLANTING AREAS.

GENERAL NOTES:

1. SEE SHEET MP2 FOR ADDITIONAL PLANTING NOTES, DETAILS AND REQUIREMENTS. SEE SHEET MP1 FOR MITIGATION AREA REQUIREMENTS.
2. USE ONLY HARD TOOLS AND METHODS WHEN WORKING INSIDE THE DRYING RING OF EXISTING TREES AND SHRUBS.
3. CONTRACTOR SHALL SETBACK PLANTING FROM OTHER OBJECTS AS PROVIDED IN THE PLANT MATERIAL PLACEMENT CHART ON SHEET MP1.
4. PLACE 4" TYPICAL, SEED ALL DISTURBED AREAS OUTSIDE OF WETLANDS WITH WILDFLOWER SEED MIX. TEMPORARY DISTURBANCE OF WETLAND AREAS SHALL BE RESTORED WITH WET NATIVE SEEDS OR AS DIRECTED BY OWNERS REPRESENTATIVE.

SCHEDULE A - LEGEND:

- WBA: WETLAND BUFFER ENHANCEMENT
- WBA: WETLAND BUFFER ADDITION AREA
- WC: WETLAND CREATION AREA
- WB: WETLAND BUFFER ADDITION AREA

SCHEDULE B - LEGEND:

- WBA: WETLAND Buffer ADDITION AREA
- WBA: WETLAND CREATION AREA

SCHEDULE C - LEGEND:

- WBA: WETLAND BUFFER ENHANCEMENT
- WBA: WETLAND BUFFER ENHANCEMENT

MATCHLINE SEE SHEET MP2
PLANT MATERIAL LIST

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SIZE / CONDITION | NOTES
1'4' HEIGHT / 1'8' CONT ON 4' WIDE ROOT | SPACE TREES 8' X 10' ON CENTER
1'4' HEIGHT / 1'8' CONT ON 4' WIDE ROOT | SPACE SHREWS 4' X 6' ON FEET ON CENTER

Shrubs

12        | 19    | 48    |       | ACER CROWN ATOM | FIRE MAPLE |
12        | 10    | 32    |       | ANACHTER AURICILIA | WESTERN CAMELIA |
12        | 12    | 32    |       | CORIUS CORNINA | WESTERN HAZEL |
12        | 6     | 32    |       | NOBRELLA SIDEROCOLI | ZEM PANSY |
12        | 6     | 32    |       | MALUS GERS | PACIFIC CRAB APPLE |
12        | 18    | 32    |       | OLEAERAS CUFFINGERS | SMOKY HILL |
12        | 19    | 48    |       | PHOTODROMUS CAPILLARIS | PACIFIC WILLOW |
12        | 19    | 48    |       | STAPHYLOPHAGE VULGUS | SNOWBERRY |

MIXED ONSCETION AND MERTUIS ENHANCEMENT

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SIZE / CONDITION | NOTES
1'4' DIAM 3' X 1'8' LONG STAKE | SPACE TREES 8' X 10' ON CENTER
1'4' DIAM 3' X 1'8' LONG STAKE |
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1'4' DIAM 3' X 1'8' LONG STAKE |

1. MITIGATION GOALS, OBJECTIVES, AND PERFORMANCE STANDARDS

The overall goal is to replace the habitats and functions lost as a result of the projects. The mitigation goal is to accomplish this by replacing and enhancing impacted wetlands to offset areas of permanent fill wetland, expanding the wetland buffer to replace permanent wetlands, enhancing stream and wetland buffer, and restoring temporarily affected wetland buffers and, in restoring temporarily affected wetland buffers to preconstruction conditions. Specific goals and objectives are presented below.

1.1 64th Street Extension Mitigation

1.1.1 Mitigation Goals

The mitigation goals for the 64th Street Boulevard Extension project are:

1. Create 0.08 acres of forested wetland.
2. Enhance 0.15 acres of wetland buffer and enhance an additional 0.05 acres of wetland buffer as described above.
3. Restore 0.12 acres of temporarily affected wetlands (all wetlands complete).
4. Restore 0.12 acres of temporarily affected wetlands (all wetlands complete).

1.1.2 Mitigation Objectives and Performance Standards: Wetlands

1.1.2.1 Objective: Create 0.08 acres of forested wetland within the wetland impacted by road.

The creation of additional wetlands is required in a 1:1 ratio for the direct permanent wetland impacts associated with the 64th Street Boulevard Extension. The 0.08 acres of forested wetland buffer will be created to the extent practicable adjacent to the Class V wetland that was impacted. This will be achieved by the grading of surface soils to meet groundwater expression boundaries and the elevations of adjacent wetland areas. The final ground surface will be embanked to create areas of shallow infiltration in the winter and spring intermixed with higher areas to develop complexity in wildlife and vegetation habitats, it will be planted with native species adapted to the conditions created at the site. Conditions adapted to wetland conditions will be provided to plant long-term native habitats.

Performance Standards:

- Year 1:
  - 90% of planted material survivorship after one year (contractor warranty assumed)
  - No more than 10% of cover of invasive species (Washington State Class A and B wetland) in enhancement area.

1.2 Marine Drive Non-Motorized Route Mitigation

1.2.1 Mitigation Goals

The mitigation goals for the Marine Drive Non-Motorized Route planning project are:

1. Enhance 0.02 acres of forested and scrub brush wetland.
2. Enhance 0.05 acres of wetland buffer and replace an additional 0.05 acres of wetland buffer (all wetlands complete).
3. Restore 0.05 acres of temporarily affect wetland buffer (all wetlands complete).

1.2.2 Mitigation Objectives and Performance Standards: Wetlands

1.2.2.1 Objective: Enhance 0.05 acres of forested and scrub brush wetland.

Wetland buffer enhancements will be placed in areas along the interface with adjacent roads where invasive species are dominant and within the wetland interior where recent logging activity has resulted in a young vegetation community dominated by shrubs and tree species of invasive species. The enhancement will reduce invasive species cover through active control and support long-term wetland habitat by planting forbs, as well as other native trees and shrubs in areas where invasive species were removed. Some berms will be under-planted in areas with native cover to provide long-term tree canopy cover.

Performance Standards:

- Year 1:
  - 90% of planted material survivorship after one year (contractor warranty assumed)
  - No more than 10% of cover of invasive species (Washington State Class A and B wetland) in enhancement area.

1.2.2.2 Objective: Enhance 0.05 acres of wetland buffer and Replace and Enhance an additional 0.05 acres of wetland buffer (Total enhancement area = 0.05 acres).

Wetland buffer enhancement will reduce invasive species cover and replace native trees and shrubs in cleared areas. These buffer enhancements will provide long-term protection of wetland functions by improving the native habitat conditions. The enhancement will reduce invasive species cover through active control and support long-term native wetland habitat by planting forbs, as well as other native trees and shrubs in areas where invasive species were removed. In addition, to offset permanent loss of wetland buffer, a buffer of 0.05 acres of wetland buffer will be added to the existing wetland buffer and protected in perpetuity through deed restrictions. This area will be enhanced using the methods described above.

Performance Standards:

- Year 1:
  - 90% of planted material survivorship after one year (contractor warranty assumed)
  - No more than 10% of cover of invasive species (Washington State Class A and B wetland) in enhancement area.