

The Tulalip Tribes of Washington



**Underground Injection Control (UIC) Trench
Restoration**

Tulalip Tribes Bid Solicitation No. 19-008

Contract Documents

December 2019

UNDERGROUND INJECTION CONTROL (UIC) TRENCH RESTORATION

Tulalip Tribes Bid Solicitation No. 19-008

Contract Documents

Prepared for

The Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Marysville, WA 98271

Prepared by

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December 2019

CITATION

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CERTIFICATION

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



Prepared by Randolph Scot Raymond, P.E.

Checked by Jack Wright, P.E.
Special Provisions – Civil (WSDOT)

Approved by Austin Roy Fisher, P.E.

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The Tulalip Tribes of Washington

NOTICE TO BIDDERS

Sealed bid proposals will be received by The Tulalip Tribes of Washington, The Consolidated Borough of Quil Ceda Village, 8802 27th Ave NE, Marysville, WA 98271 for the following Project:

TULALIP TRIBES BID SOLICITATION NUMBER 19-008

Underground Injection Control (UIC) Trench Restoration in accordance with the Drawings and Specifications prepared by: Parametrix 253-604-6600, rreynolds@parametrix.com. The Construction Manager for the Project is XXXXXXXX and the Contract Officer is XXXXXXXX

Underground Injection Control (UIC) Trench Restoration

The Underground Injection Control (UIC) Trench Restoration Project includes replacing portions of the existing underground injection control system located adjacent to the east side of Quil Ceda Boulevard. The System consists of an infiltration trench with a main reclaimed water line that supplies 19 branch distribution vaults, with each distribution vault serving 10 discharge ports. The major items of work include selective demolition and disposal of the existing discharge port piping and backfill, installation of new discharge port piping and backfill, replacement of pressure reducing valves, installation of groundwater monitoring wells, traffic control, erosion and sediment control, and surface restoration.

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

Sealed bids will be received for: The Consolidated Borough of Quil Ceda Village – Underground Injection Control (UIC) Trench Restoration until XXXXXXXX, at XXXXX p.m. local time, at which time all bids will be opened and read. All required bid documentation shall be submitted to the front desk receptionist at the offices of Quil Ceda Village, located at 8802 27th Ave NE, Marysville, WA 98271, by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available 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.bxwa.com> and clicking on: "**Posted Projects**" then "**General Contractor Project Areas**" then "**Tulalip Tribes – Construction Division**" then a final selection on "**Projects Bidding**" or at <https://www.quilcedavillage.org/Government/Departments/ProjectManagement/CurrentProjects>.

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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 set forth 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 The Consolidated Borough of Quil Ceda Village Underground Injection Control (UIC) Trench Restoration Project ("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: _____

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The Tulalip Tribes of Washington

INSTRUCTIONS TO BIDDERS

The Tulalip Tribes of Washington hereby invite you to submit a Bid Proposal for this project.

Article 1	Contract Information
Article 2	Bidding Procedures
Article 3	Bid Opening and Consideration of Bids
Article 4	Withdrawal of Bid
Article 5	Bid Estimate
Article 6	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 (Tribal Employment Rights Office) Code and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and to give preference to Indians in contracting goods and services. Bidders must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.
- 1.1.2 With respect to each Project / Contract of \$10,000 or more, operating within the exterior boundaries of the Tulalip Reservation or on Tribal Projects off the Reservation, the Contractor shall pay a onetime Fee of 1.75% of the total Project / Contract cost, i.e., equipment labor, materials and operations and any increase of the Contract / Project or Subcontract amount. If the Contractor initially enters into a Contract of less the \$10,000, but subsequent changes in the Work increases the total Contract / Project amount to \$10,000 or more, the TERO Fee shall apply to the total amount including increases.
- 1.1.3 The General Contractor shall be responsible for paying all TERO fees, including those attributable to the subcontractors. The fee shall be due in full prior to commencement of any work under the Contract / Project. However, where good cause is shown, the TERO Representative may authorize the General Contractor to pay said fee in installments over the course of the contract, when:
 - 1.1.3.1 The decision whether to authorize an alternative arrangement, which, if allowed, shall be in writing, shall rest solely with the discretion of the TERO Representative.

- 1.1.4 Whenever an employer or union would be required by any provision of The Tulalip Code, Chapter 9.05 – TERO Code to give preference in employment, such preference shall be given to the following persons in the following enumerated order:
- a) Enrolled Tulalip Tribal Members
 - b) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
 - c) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
 - d) Spouse of federally recognized Native American
 - e) Regular current employees of the all Tulalip Tribal entities
 - f) Other

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

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

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

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

Delete 1.1.7.1 and 1.1.7.2 and replace with the following:

- 1.1.7.1 The Contract shall be awarded to the responsive, responsible, source which has submitted the lowest bid price, per “Requirements for Tribal Procurement Of Sanitation Facilities, Including Materials, Construction, and Services Under P.L. 86-121 MOA” in Appendix D.

- 1.1.7.2 Indian preference shall apply to this project per the TERO Code and “Requirements for Tribal Procurement Of Sanitation Facilities, Including Materials, Construction, and Services Under P.L. 86-121 MOA”, in Appendix D. Firms (or joint ventures) which satisfactorily document at the time of bid or quotation such ownership and control shall have an amount equal to the percent allowed in Section 9.05.330 of the TERO code of their total bid deducted from the bid price for comparison with other bids. Once this deduction is made for qualified Indian firms (or joint ventures), the award will be made by the Tribes to the responsive, responsible bidder with the lowest resulting bid. Joint Ventures must be pre-approved by the Tulalip Tribes TERO office.

- 1.1.7.3 Minimum TERO Participation Requirements for Employment:
 - 1.1.7.3.1 A minimum of 50 percent (50%) of the entire project work force and (50%) including each subcontractor shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 – TERO Code.
 - 1.1.7.3.2 The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.
 - 1.1.7.3.3 Bidders are encouraged to exceed the minimum requirement for employment.
- 1.1.7.4 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB (Native American Owned Business) Subcontractors and Suppliers:
 - 1.1.7.4.1 Bidder shall contract with a minimum number of one (1) certified Tulalip Tribal Member NAOB firms with individual contract values greater than \$40,000 to be considered responsive and responsible.
 - 1.1.7.4.2 The total value of Tulalip Tribal Member NAOB contracted work shall be a minimum of seventy-five percent (75%) of the total Bid Proposal Price.
 - 1.1.7.4.3 Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB Subcontractors and Suppliers.
 - 1.1.7.4.4 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A, pursuant to paragraph IB 3.5.6.
- 1.1.7.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.7.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.7.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B, pursuant to paragraph IB 3.5.6.
- 1.1.7.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.7.

1.2 NOT USED.

1.3 GIVING NOTICE

- 1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
 - 1.3.1.1 All notices provided to the Bidder from the Contract Officer and/or Construction Director shall be copied to the Engineer.

- 1.3.1.2 All notices provided to the Bidder from the Engineer shall be copied to the Contract Officer and/or the Construction Director.
- 1.3.1.3 All notices provided to the Engineer from the Bidder shall be copied to the Contract Officer and/or the Construction Director.
- 1.3.1.4 All notices provided to the Contract Officer and/or Construction Director from the Bidder shall be copied to the Engineer.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

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

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- 2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
 - 2.1.3.1 The condition, layout and nature of the Project site and surrounding area;
 - 2.1.3.2 The availability and cost of labor;
 - 2.1.3.3 The availability and cost of materials, supplies and equipment;
 - 2.1.3.4 The cost of temporary utilities required in the bid;
 - 2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

- 2.1.3.6 The generally prevailing climatic conditions;
 - 2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Tulalip Tribes of Washington and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder's own borings, test excavations and other subsurface information upon request made to the Contract Officer and/or the Construction Director not less than ten (10) days prior to the opening of the bids.

2.2 PRE-BID MEETING

- 2.2.1 No pre-bid meeting shall be provided for this project.

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 Contract Officer and/or Construction Director, 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 then the Contract Officer and/or Construction Director 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 Director, 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 and the tabulation made public.
- 3.2.2 The 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.

3.3 BID OPENING EXTENSION

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

3.4 BID EVALUATION CRITERIA

- 3.4.1 The Tulalip Tribes of Washington reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Tulalip Tribes of Washington determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 or the most responsive and responsible Bidder pursuant to paragraph IB 3.5.2 The Tulalip Tribes of Washington reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.
- 3.4.2 The Tulalip Tribes of Washington may reject the bid of any Bidder who has engaged in collusive bidding.
- 3.4.3 The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.
- 3.4.4 The Tulalip Tribes of Washington may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders pursuant to paragraph IB 3.5.8, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Tulalip Tribes of Washington may determine.

3.5 BID EVALUATION PROCEDURE

- 3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington, unless Bidders are advised during the bidding process award will be made pursuant to paragraph IB 3.5.2, or all bids will be rejected in accordance with applicable Tribal Ordinances or Codes.
 - 3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington determines to accept.
 - 3.5.1.2 If the Request for Bid Proposal is not restricted to certified NAOB firms preference in the Bid Award will be given to the certified NAOB firm with the lowest responsive bid if that bid is within budgetary limits established

for the project or activity for which the bids are being taken and no more than 5% higher than the bid prices of the lowest responsive bid from any certified non-NAOB bidder as set forth in The Tulalip Code, Chapter 9.05 – TERO Code paragraph 9.05.340 (3). In case of conflict, the NAOB preference in the TERO code shall take preference over this section.

- 3.5.1.3 The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.
- 3.5.1.4 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Tulalip Tribes of Washington reserves the right to select one Bidder in the following manner:
 - 3.5.1.4.1 If the Request for Bid Proposal is restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Contract Officer and/or Construction Director shall determine and such selection shall be final.
 - 3.5.1.4.2 If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Contract Officer and/or Construction Director shall determine and such selection shall be final.
 - 3.5.1.4.3 If the Request for Bid Proposal is not restricted to NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Contract Officer and/or Construction Director shall determine and such selection shall be final.
- 3.5.2 When listing “Preferred Employees” related to Section I – KEY EMPLOYEES OF BIDDER shall only list KEY “Preferred Employees” committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.2.1 Key Employees are employees who are in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer.
 - 3.5.2.2 To be eligible for the award of points under this section Preferred Key Employees of Bidder shall be employed by the Bidder on the Project for 100% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.3 When listing “Preferred Employees” related to Section II – PREFERRED EMPLOYEES Bidder shall only list the number of “Preferred Employees” by each trade committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.3.1 To be eligible for the award of points under this section Preferred Employees shall be employed by the Bidder on the Project for a minimum

of 80% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.

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

- 3.5.6.4 The experience of the Bidder;
 - 3.5.6.5 The financial condition of the Bidder;
 - 3.5.6.6 The conduct and performance of the Bidder on previous contracts;
 - 3.5.6.7 The facilities of the Bidder;
 - 3.5.6.8 The management skills of the Bidder;
 - 3.5.6.9 The ability of the Bidder to execute the Contract properly;
 - 3.5.6.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2;
 - 3.5.6.11 Bidder's commitment to Safety and worker training.
- 3.5.7 The Contract Officer and/or Construction Director may obtain from the lowest or most responsive and responsible Bidder, as applicable, and such other Bidders as the Contract Officer and/or Construction Director determines to be appropriate any information appropriate to the consideration of factors showing responsibility, including without limitation the following:
- 3.5.7.1 The two most responsive and responsible bidders will be requested to submit further documentation for both TERO Preferred Employment and the Tulalip Tribal Member NAOB and NAOB Subcontractor and Suppliers utilization commitments listed on the Bidder's Bid Form.
 - 3.5.7.1.1 Supplemental Documentation to be submitted to for each TERO Preferred Employee listed on the Bid Proposal Forms includes, but is not limited to:
 - 3.5.7.1.1.1 Proof of Enrollment issued by a Federally Recognized Indian Tribe or Alaska Native Corporation; or
 - 3.5.7.1.1.2 A signed letter issued by the Tulalip TERO Office certifying that the listed individuals are Preferred Employees.
 - 3.5.7.1.1.3 Bidders shall provide a project staffing plan or a manpowered loaded schedule for the project identifying when the Preferred Employees will be employed on the project and the duration thereof.
 - 3.5.7.1.2 Additional information to be submitted to for each NAOB listed on the Bid Form includes, but is not limited to:
 - 3.5.7.1.2.1 Correct business name, federal employee identification number (if available), and mailing address.
 - 3.5.7.1.2.2 List of all bid items assigned to each successful Tulalip Tribal Member NAOB or NAOB firm, including unit prices and extensions (if applicable).
 - 3.5.7.1.2.3 Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or

NAOB firm specifying the distinct elements of work to be performed by the Tulalip Tribal Member NAOB or NAOB firm and including the dollar value of the Tulalip Tribal Member NAOB or NAOB firm's portion.

- 3.5.7.1.2.4 Submit evidence of certification for the Tulalip Tribal Member NAOB or NAOB.
- 3.5.7.1.3 Total amounts shown for each Tulalip Tribal Member NAOB or NAOB firm shall not be less than the amount shown on the Bid Form. This submittal, showing the Tulalip Tribal Member NAOB or NAOB firm work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal Member NAOB or NAOB utilization certified on the Bid Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included on the Bid Form will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.
- 3.5.7.2 Overall experience of the Bidder, including number of years in business under present and former business names;
- 3.5.7.3 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- 3.5.7.4 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA, WISHA or other regulating entity issues or citations in the last ten (10) years;
- 3.5.7.5 Certified financial statement and bank references;
- 3.5.7.6 Description of relevant facilities of the Bidder;
- 3.5.7.7 Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- 3.5.7.8 Complete list of subcontractors which the Bidder proposes to employ on the Project;
- 3.5.7.9 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
- 3.5.7.10 Worker's Compensation Rating for current and previous 5 years; and
- 3.5.7.11 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract.

- 3.5.8 Each such Bidder's information shall be considered separately and not comparatively. If the lowest or most responsive Bidder, as applicable, is responsible, the Contract shall be awarded to such Bidder or all bids are rejected.
- 3.5.9 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Tulalip Tribes of Washington shall follow the procedure set forth in paragraph IB 3.5.8 with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded, all bids are rejected or all Bidders are determined to be not responsible unless award of the Contract was based upon a "Weight of Award" points system as defined in paragraph 3.5.2.

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 or email with read receipt 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 Contract Officer and/or Construction Director, 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 Contract Officer and/or Construction Director, 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 Contract Officer and/or Construction Director, 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 Contract Officer, Construction Director, 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 Contract Officer, Construction Director, and the Engineer shall submit a written summary of the interview to the Tulalip Tribes of Washington.
- 5.2.1.2 The Tulalip Tribes of Washington reviews and approves the Bidder's responsibility pursuant to paragraph IB 3.5.8.
- 5.2.1.3 The Contract Officer and Construction Director 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 – CONTRACT BOND

6.1 CONTRACT BOND

- 6.1.1 If the Bidder executes the Contract Form, the Bidder shall, provide a Bond meeting the requirements of the Contract Documents in accordance with these contract requirements.
- 6.1.2 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.

- 6.1.3 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.

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

- 7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.
- 7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award shall be cause for the Tulalip Tribes of Washington to cancel the Notice of Intent to Award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, or resubmit the Contract for bidding, at the discretion of the Tulalip Tribes of Washington.
- 7.1.1.2 The Tulalip Tribes of Washington may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

- 7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid is accepted by the Tulalip Tribes of Washington and with respect to whom the Tulalip Tribes of Washington awards and executes a Contract.
- 7.2.1.1 If the Contract is awarded and the Contract Form is executed within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.
- 7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Tulalip Tribes of Washington is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.

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

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

- 7.3.1 Bond, if required. To support the Bond, a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington;
- 7.3.2 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
- 7.3.3 Certificate of Insurance (ISO general liability form CG 2010 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state The Tulalip Tribes of Washington, Consolidated Borough of Quil Ceda Village, and the State of Washington are named as "Additional Insureds" to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village." The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Tulalip Tribes of Washington reserves the right to request a certified copy of the Contractor's insurance policies meeting the requirements of GC Article 12;
- 7.3.4 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;
- 7.3.5 Contractor signed Contract Form;
- 7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;
- 7.3.7 Current Tulalip Tribes Business License; and
- 7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

- 7.4.1 The Tulalip Tribes of Washington shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) calendar days of the date of the Notice to Proceed, furnish the Construction Director 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.

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The Tulalip Tribes of Washington

BID PROPOSAL FORM

Project Name: Underground Injection Control (UIC)
Trench Restoration

Date of Bid: XXXXX.

Location of Project: Quil Ceda Blvd.
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 TULALIP TRIBES
PACKAGE NO. 19-008**

Underground Injection Control (UIC) Trench Restoration

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

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TULALIP TRIBES

**UNDERGROUND INJECTION CONTROL (UIC) TRENCH RESTORATION
PROPOSAL**

(Work Within Tribal Reservation Boundary
Washington State Sales Tax Does Not Apply)

UNDERGROUND INJECTION CONTROL (UIC) TRENCH RESTORATION PROJECT						
ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A1	1-04	MINOR CHANGE	FA		\$20,000	\$20,000
A2	1-07	SPCC PLAN	LS	1	\$	\$
A3	1-09	MOBILIZATION	LS	1	\$	\$
A4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
A5	2-09	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$10,000	\$10,000
A6	7-20	REPLACE DISCHARGE PORT	EA	190	\$	\$
A7	7-20	REPLACE PRV	EA	9	\$	\$
A8	7-20	REMOVE AND REPLACE EDGE BOARD	LF	5,730	\$	\$
A9	8-01	EROSION/WATER POLLUTION CONTROL	LS	1	\$	\$
A10	8-19	SHALLOW GROUNDWATER MONITORING WELL	EA	4	\$	\$
A11	8-19	DEEP GROUNDWATER MONITORING WELL	EA	4	\$	\$
Subtotal (Schedule of Prices):					\$	
TERO (1.75%):						
TOTAL (Including TERO):					\$	

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above.

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

SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed)

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

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed)

NUMBER OF PREFERRED “TRADE” EMPLOYEES	NUMBER OF PREFERRED “TRADE” EMPLOYEES
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

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

(Insert Number of Employees)

SECTION IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S)
 (Total of Sections IV.A and IV.B)

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed)

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

SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed)

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

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

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The Tulalip Tribes of Washington

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.

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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.

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The Tulalip Tribes of Washington

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: _____

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The Tulalip Tribes of Washington

SUB-CONTRACTORS OR SUPPLIERS

Native American TERO Certified Businesses that are qualified and come within 10% of the low bid, will be provided negotiated preference.

IN DATE ORDER, ALL SUB-CONTRACTORS WILL NEED A COMPLIANCE PLAN

Company	Contact Person	Phone	Native	Sub or Supplier

JOB ORDER

If the TERO jobs skills bank has qualified persons, they are required to receive preference in hiring to comply with the TERO law.

Job Title	Number of Positions	Rate of Pay	Date from / to

Foreman to contact / cell:

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and/or revocation of any certification granted.

Print Name	Signature	Title	Date
------------	-----------	-------	------

----- Office use only -----

				Yes	NO
Recommended by	Date	Managers Signature	Date	Approved	
Notes:					

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The Tulalip Tribes of Washington



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015 EF
Revised 08/2012

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The Tulalip Tribes of Washington

NAOB Written Confirmation

**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: _____

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The Tulalip Tribes of Washington

STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

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

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

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

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____

Phone: (____) _____

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The Tulalip Tribes of Washington

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that we (Name of Contractor) _____, (Address of Contractor) _____ a _____, 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.

Witness of Surety

By: _____
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.

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The Tulalip Tribes of Washington

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we (Name of Contractor) _____, the Contractor named in the Contract hereinafter referred to as PRINCIPAL, and (Name of Surety) _____, as Surety, are held and firmly bound unto the Tulalip Tribes of Washington hereinafter called the Owner named in said contract, _____ in the penal sum of _____ U.S. DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS IS SUCH, that whereas, the Principal, entered into a contract with the Owner, dated _____, 20____ for _____ Work in connection with the Owner's _____ project in County of _____, State of Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said contract due extension thereof that may be granted by the Owner, with or without notice to the Surety; and during the life of any guaranty required under the contract; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modification of said contract that may hereafter be made; notice of which modifications to the Surety being hereby waived; shall indemnify and save harmless Owners from all cost and damage by reason of the Principal's default or failure to do so, and shall pay the State of Washington use taxes, and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington than this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this day of _____, 20____, the name and corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

PRINCIPAL

By _____

Title _____

ATTEST (if Corporation):

By _____

Title _____

SURETY

By _____

Title _____

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The Tulalip Tribes of Washington

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

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 work force 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.
- B. The Job Training and Partnership Act.
- C. The Small Business Administration 8(a) Program.
- D. Public Law 93-638, The Indian Education Assistance and Self-Determination Act of 1974.
- 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 seventy-two (72) 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.

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THE TULALIP TRIBES OF WASHINGTON CONTRACT AGREEMENT

FOR
UNDERGROUND INJECTION CONTROL (UIC) TRENCH
RESTORATION

TULALIP TRIBES BID SOLICITATION No. 19-008

This agreement entered into this ____ day of _____, 20____, between The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village, 8802 27th Avenue NE, 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 Tulalip Tribes Bid Schedule No. 19-008 – Underground Injection Control (UIC) Trench Restoration:

The Underground Injection Control (UIC) Trench Restoration Project includes replacing portions of the existing underground injection control system located adjacent to the east side of Quil Ceda Boulevard. The System consists of an infiltration trench with a main reclaimed water line that supplies 19 branch distribution vaults, with each distribution vault serving 10 discharge ports. The major items of work include selective demolition and disposal of the existing discharge port piping and backfill, installation of new discharge port piping and backfill, replacement of pressure reducing valves, installation of groundwater monitoring wells, traffic control, erosion and sediment control, and surface restoration.

The project is located on the Tulalip Tribes Reservation.

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 bid proposal, provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to full payment when 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.

UNDERGROUND INJECTION CONTROL (UIC) TRENCH RESTORATION PROJECT						
ITEM NO.	SECTION	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
A1	1-04	MINOR CHANGE	FA		\$20,000	\$20,000
A2	1-07	SPCC PLAN	LS	1	\$	\$
A3	1-09	MOBILIZATION	LS	1	\$	\$
A4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
A5	2-09	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$10,000	\$10,000
A6	7-20	REPLACE DISCHARGE PORT	EA	190	\$	\$
A7	7-20	REPLACE PRV	EA	9	\$	\$
A8	7-20	REMOVE AND REPLACE EDGE BOARD	LF	5,730	\$	\$
A9	8-01	EROSION/WATER POLLUTION CONTROL	LS	1	\$	\$
A10	8-19	SHALLOW GROUNDWATER MONITORING WELL	EA	4	\$	\$
A11	8-19	DEEP GROUNDWATER MONITORING WELL	EA	4	\$	\$
Subtotal (Schedule of Prices):					\$	
TERO (1.75%):						
TOTAL (Including TERO):					\$	

SECTION THREE PAYMENTS

The Tulalip Tribes shall make payment for a portion 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' Contract Officer and Construction Director and the Contract Officer and Construction Director submits written approval to the accounting department for payment based on an inspection of the work. Payment by the 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 owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in Section Two – CONTRACT PRICE.

SECTION FOUR STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this 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 Board of Directors, Contract Officer 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 ninety (90) calendar 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 2020 WSDOT Standard Specifications and the Special Provisions for each and every day or portion of a day thereafter until Contract Completion, unless the Contractor timely requests and the Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

The amount of Liquidated Damages is agreed upon by and between the Contractor and the 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. Division 1 – General Requirements complete;
- f. Technical Specifications complete;
- g. Special Provisions Complete;
- h. 2020 WSDOT Standard Specifications;
- i. Contract Plans
- j. Appendix A Wage Rates
- k. Appendix B Permits
- l. The Tulalip Code, Chapter 9.05 – TERO Code;
- m. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
- n. Addendum No. _____ dated _____, 20____; and
- o. Addendum No. _____ dated _____, 20____.

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

This 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 the Contract Officer and Construction Director authorized to administer and implement the terms and conditions of this agreement are _____.

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). Portions of this project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Tulalip Tribes. WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retail service (e.g. construction services) is performed for the member or tribe in Indian country. In the case of retail service that is performed on and off Indian country, only the portion of the contract that relates to work done in Indian country is excluded from tax. The work done for a tribe or Indian outside of Indian country, for example a road work that extends outside of Indian country, is subject to retail sales tax.

- f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the Tulalip Tribes, through the Construction Director, promptly on discovery of such variance.
- g. Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.
- h. Warranty of fitness of equipment and materials. Contractor represents and warrants to the 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 the Contract Officer and/or Construction Director all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.
- k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by 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 Contract Officer and/or Construction Director, 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 Contract Officer and/or Construction Director.
- q. Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Contract Officer and/or Construction Director of any such finds. The Contract Officer and/or Construction Director will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Tribal representative determines that the object(s) are to be surveyed, the Tribal representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.
- r. Excess material. All excess material shall become the property of the 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 Contract Officer and/or Construction Director, 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 Contract Officer and/or Construction Director, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor’s opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the 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 Contract Officer and/or Construction Director request or to requirements specifically expressed in the Contract documents, it must, if requested in writing by the Contract Officer and/or Construction Director, be uncovered for the Contract Officer and/or Construction Director’s and or Architect’s examination and be replaced at the Contractor’s expense without change in the Contract time.

If a portion of the Work has been covered which the Contract Officer and/or Construction Director has not specifically requested to examine prior to its being covered, the Contract Officer and/or Construction Director may request to see such work and it shall be uncovered by the Contractor. If it is determined that such work has been performed in accordance with the Contract documents all costs incurred by Contractor to uncover and replace the work shall, by appropriate change order, be reimbursed by the 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

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

to and otherwise enforcing any award or judgment. This limited waiver and consent are expressly limited to the following limitations and qualifications:

- a. If the parties do not resolve any dispute through direct negotiation, either party shall submit the matter to mediation with a professional mediation service mutually agreed upon by the parties, as a condition precedent to arbitration. Persons with authority to resolve the dispute shall be present at the mediation. If the parties do not otherwise agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall share the mediator's fee, filing fees and associated costs equally.
- b. If, within 30 days of any such submission by either party, the mediation has not resulted in a resolution of the dispute, either party may submit the dispute to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and the Federal Arbitration Act; provided, however, that the party demanding arbitration shall serve upon the other party, personally or by registered mail, a written notice of intention to arbitrate. Such notice must state in substance that unless within (20) twenty days after its service, the party served therewith shall file a motion to stay the arbitration, such party shall thereafter be barred from putting in issue the existence or validity of the Agreement or the agreement to arbitrate.
 1. The Construction Industry Rules of the American Arbitration Association, R-51(c) shall be amended to read: "parties to these rules will be deemed to have consented that judgment upon the arbitration award may be entered in the Tulalip Tribal Court;"
- c. In the event arbitration to resolve a dispute is necessary, the party seeking arbitration shall send a written notice that shall contain a detailed written statement of the claim and the parties shall meet as soon as practicable but not less than thirty (30) days after receipt of the written notice and attempt to agree on an arbitrator to decide the matter at issue.
- d. Selection of the arbitrators shall be pursuant to the following:
 1. Any such arbitration shall take place before a single arbitrator if the aggregate value of the Claim and any counterclaim is less than \$200,000, exclusive of costs and attorney fees. The parties shall endeavor to mutually agree on the arbitrator. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the State of Washington and shall be experienced in the field of construction. If the parties are unable to agree upon the selection of an arbitrator within twenty (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. For any Claim and counterclaim having an aggregate value of \$200,000 or more, a panel of three (3) arbitrators shall be appointed unless both parties mutually agree to a single arbitrator. Each of the parties shall designate one arbitrator and the third arbitrator, who shall be a lawyer with experience in construction disputes, shall be selected by the arbitrators designated by the parties. If the two selected arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the Chief Judge of the Tulalip Tribal Court.

- e. Following the initiation of arbitration, the parties shall cooperate in the exchange of information relating to the Claim, being guided by the scope of the applicable rules of discovery under the Federal Rules of Civil Procedure for the Federal District Courts including the local rules adopted by the Western District of Washington. Discovery shall not include interrogatories or requests for admission. The parties shall freely exchange documents relevant to the Claim and depositions shall be limited to those reasonably necessary for each party to prepare for or defend against the Claim. Disputes regarding discovery shall be resolved by the arbitrator or, where there is an arbitration panel, by the Chair.
- f. Arbitration may include by consolidation, joinder or in any other matter, an additional person or entity who is, or may be involved in, the Claim, including but not limited to the Designer of Record, lower-tiered contractors and/or suppliers, and consultants retained by the Designer of Record or Contractor. In order to effectuate the purposes of this Section Eleven, (f), the Contractor shall incorporate by reference the provisions of this Section Eleven, (f) in each lower-tiered contract.
- g. In the event of arbitration between the parties hereto, declaratory or otherwise relating to the Contract Documents, and notwithstanding any other provisions therein, (1) each party shall bear its own costs and attorneys' fees if the aggregate value of the Claim and any counterclaim is less than \$200,000 and (2) the losing party shall pay all costs and attorneys' fees actually incurred by the substantially prevailing party if the aggregate value of the Claim and any counterclaim is \$200,000 or more. The parties covenant and agree that they intend by clause (2) of the preceding sentence to award the amount of attorney's fees actually incurred by the prevailing party, and that said clause (2) shall constitute an instruction to the Arbitrator that such fees shall be deemed reasonable.
- h. A demand for arbitration shall be made within the time limits specified in this Section Thirteen as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to subsections (h.1), (h.2) and (h.3) below:
 - 1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - 2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
 - 3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to

any Contract Warranty provisions, the date of any correction of the Work or failure to correct the Work by the Contractor under the Contract Corrections of the Work provisions, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Tulalip Tribes, whichever occurs last.

- i. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- j. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the tribal court of The Tulalip Tribes of Washington.
- k. This limited waiver of sovereign immunity is solely for the benefit of the Contractor (and Subcontractors whose claims are sponsored by the Contractor, if any) and surety, and The Tulalip Tribes, by granting this limited waiver to the Contractor and surety, does not otherwise waive its sovereign immunity.
- l. The award rendered by the arbitrator shall be final. Judgment on any arbitration award may be entered in and enforced by the Tribal Court as provided in this section. The Contractor and The Tulalip Tribes shall comply with the arbitration award and shall not seek further remedy or appeal.

SECTION FOURTEEN EMPLOYMENT PREFERENCE

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

SECTION FIFTEEN CONTRACTING PREFERENCE

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

SECTION SIXTEEN CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes, WSDOT, and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the contract documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible. Contractor shall provide insurance coverage and limits as indicated in the Special Provisions, Section 1-07.18 Public Liability and Property Damage Insurance

CONTRACTOR'S WORKER'S COMPENSATION

All employees of Contractor and subcontractor(s) are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverages.

Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

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

BUILDER'S RISK

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

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

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

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.

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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:

Board of Directors:

(Print Name & Title)

By: _____
(Authorized Signature)

Contract Officer:

(Print Name & Title)

By: _____
(Authorized Signature)

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BUYERS' RETAIL SALES TAX EXEMPTION CERTIFICATE

Not to be used to make purchases for resale

For sales to tribal members, Indian tribes, tribal enterprises and spouses of tribal members, please use Tax exemption for sales to tribes.

Type of Certificate

Single Use Certificate

A Single use certificate must be used each time an exempt item is purchased.

Blanket Certificate

Blanket certificates are valid for as long as the buyer and seller have a recurring business relationship. A "recurring business relationship" means at least one sales transaction within a period of twelve months. RCW 82.08.050 (7)(c).

Vendor/Seller		Date	
Street Address	City	State	Zip Code

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.

Seller's Signature: _____

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: _____

- g. Purchases of liquefied natural gas (LNG) by private or common waterborne carriers in interstate or foreign commerce. The exemption applies to ninety percent of LNG transported and consumed outside this State by the buyer. (Effective July 1, 2015)

5. Other:

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

- a. Waste vegetable oil used to produce biodiesel fuel for personal use.
- b. Equipment rental and purchase of services for use in motion picture and video production.
- c. Objects of art or cultural value purchased by an artistic or cultural organization.
- d. Adaptive automobile equipment purchased by disabled veterans.
- e. Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets. (Describe): _____
- f. Computer hardware, peripherals, software and related installation, used by the aerospace industry.
- g. Labor, services, and tangible personal property related to the constructing of new buildings, or new parts of buildings, by a manufacturer of commercial airplanes, fuselages, or wings of a commercial airplane, or by a port district, political subdivision, or municipal corporation to be leased to such a manufacturer.
- h. Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
- i. City, County, Tribal, or Inter-Tribal Housing Authorities.
- j. Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.
Type of Goods Purchased: _____
Point of Delivery: _____ Carrier/Agent: _____
- k. Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.
- l. Hog fuel used to produce electricity, steam, heat, or biofuel.
- m. Tangible personal property under the weatherization assistance program.
- n. Trail Grooming Services.
- o. Honey bees/honey bee feed purchased by an eligible apiarist. Apiarist ID #: _____
- p. Federal credit union purchases.
- q. Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.
- r. Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.
- s. Joint Municipal Utilities Services Authority.
- t. Paratransit vehicles purchased by paratransit service providers.
- u. Large/private airplanes purchased by nonresidents.
- v. Standard financial information purchased by qualifying international investment management companies.
- w. Material and supplies directly used in the packing of fresh perishable horticultural products by persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers.
- x. Vessel Deconstruction Services.
- y. **Only** For Delivered Bottled Water 1. No Source of Potable Water 2. Prescribed Water
 3. Purchased with food stamps (SNAP)
- z. Anaerobic Digesters and Repair Services.

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

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

Type of Business: _____ Account ID: _____

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)

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 3054.2011.

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. Reference: RCW 82.08.816

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

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

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

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

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

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

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

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

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

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

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

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

Line 5j applies to the purchase of goods for use in a state, territory or possession of the United States which is not contiguous to any other state such as Alaska, Hawaii, Guam, and American Samoa. For the exemption to apply,

the seller must deliver the goods to the usual receiving terminal of the for-hire carrier selected to transport the goods. Reference: RCW 82.08.0269.

Line 5k applies to the purchase of gases and chemicals by a manufacturer or processor for hire in the production of semiconductor materials. Limited to gases and chemicals used to grow the product, deposit or grow permanent or sacrificial layers on the product, to etch or remove material from the product, to anneal the product, to immerse the product, to clean the product, and other uses where the gases and chemicals come into direct contact with the product during the production process, or gases and chemicals used to clean the chambers and other like equipment in which processing takes place. Reference: RCW 82.08.9651.

Line 5l applies to the purchase of hog fuel to produce electricity, steam, heat, or biofuel. Hog fuel is defined as wood waste and other wood residuals including forest derived biomass. Hog fuel does not include firewood or wood pellets. Reference: RCW 82.08.956.

Line 5m applies to the purchase of tangible personal property used in the weatherization of residences under the weatherization assistance program. The tangible personal property must become a component part of the residence. Reference: RCW 82.08.998.

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

Line 5o applies to all honey bees and honey bee feed (e.g. sugar) purchased by an eligible apiarist. An eligible apiarist is a person who: owns or keeps one or more bee colonies; grows, raises, or produces honey bee products for sale at wholesale; and registers their hives/colonies with the WA State Department of Agriculture as required by RCW 15.60.021 References: RCW 82.08.0204 and RCW 82.08.200

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

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

Line 5r applies to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state. The exemption also applies to sales of tangible personal property which becomes a component part of such ferry vessels and sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels. Reference RCW 82.08.0285.

Line 5s applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority. Reference: RCW 82.08.999

Line 5t applies to purchases of small buses, cutaways, and modified vans not more than 28 feet long by a public social service agency (transit authority) or a private, nonprofit transportation provider. Reference: RCW 82.08.0287.

Line 5u applies to purchases of private airplanes by nonresidents weighing over 41,000 pounds. It also provides an exemption for charges for repairing, cleaning, altering or improving such airplanes owned by nonresidents. A nonresident qualifies for these exemptions when they are not required to register the airplane with the Department of Transportation. Reference: RCW 82.08.215

Line 5v applies to the purchase and use of standard financial information by a qualifying international investment management company. The bill provides definitions for both "standard financial information" and "qualifying international investment management company" and limits the amount of qualifying purchases to \$15 million dollars in a calendar year. The standard financial information may be provided in a tangible format (e.g. paper documents), on a tangible media (e.g. DVD, USB drive, etc.) or as a digital product transferred electronically. Reference: RCW 82.08.207

Line 5w applies to purchases of materials and supplies used in packing horticultural products. The exemption applies only to persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers as defined in RCW 82.04.330 and that are entitled to a deduction under RCW 82.04.4287 either as an agent or an independent contractor. Reference: RCW 82.08.0311

Line 5x applies to deconstruction of vessels. "Vessel deconstruction" means permanently dismantling a vessel, including: Abatement and removal of hazardous materials; the removal of mechanical, hydraulic, or electronic components or other vessel machinery and equipment; and either the cutting apart or disposal, or both, of vessel infrastructure. For the purposes of this subsection, "hazardous materials" includes fuel, lead, asbestos, polychlorinated biphenyls, and oils. "Vessel deconstruction" does not include vessel modification or repair. In order to qualify for this exemption the vessel deconstruction must be performed at either a qualified

vessel deconstruction facility; or an area over water that has been permitted under section 402 of the clean water act of 1972 (33 U.S.C. Sec. 1342) for vessel deconstruction. Reference RCW 82.08.9996

Line 5y this sales tax exemption only applies to bottled water delivered to the buyer in a re-usable container not sold with the water under one of the following three conditions: 1. **No Source of Potable Water** – Retail sales and use taxes do not apply to sales of bottled water for human use to persons who do not have a readily available source of potable water. Potable water is water that is safe for human consumption. 2. **Water dispensed to patients pursuant to a prescription** – Retail sales and use taxes do not apply to sales of bottled water for human use dispensed or to be dispensed to patients, pursuant to a prescription for use in the cure, mitigation, treatment, or prevention of disease or medical condition.

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

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

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

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.

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*, 2020 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 designated by “(*****)”. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

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

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

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

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DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****)

The Underground Injection Control (UIC) Trench Restoration Project includes replacing portions of the existing underground injection control system located adjacent to the east side of Quil Ceda Boulevard. The System consists of an infiltration trench with a main reclaimed water line that supplies 19 branch distribution vaults, with each distribution vault serving 10 discharge ports. The major items of work include selective demolition and disposal of the existing discharge port piping and backfill, installation of new discharge port piping and backfill, replacement of pressure reducing valves, installation of groundwater monitoring wells, traffic control, erosion and sediment control, and surface restoration.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

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

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

(*****)

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

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

(*****)

Award

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

Contracting Agency

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

Engineer

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

Inspector

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

Laboratory

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

Project Engineer

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

Section 1-01.3 is supplemented with the following:

(*****)

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

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

Additive

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

Alternate

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

Alternative Dispute Resolution

A method of resolving disputes other than arbitration or litigation.

Business Day

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

Contract Time

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

Construction Manager

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

Indian / Native American

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

Liquidated Damages

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

NAOB or NAOB's

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

Notice of Intent to Award

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

Notice to Proceed

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

Preference / Preferred Employee / Hiring

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

Regulations / Ordinance

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

Request for Information (RFI)

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

Reservation

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

Samples

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

Surety

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

TERO

Means the “Tulalip Tribal Employment Rights Office”.

Traffic

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

Tribal Court

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

Tribal Entity

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

Tribal Preference

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

Tribal Member

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

Tribe

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

Tulalip TERO Code

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

Tulalip Tribes of Washington

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

Tulalip Tribes

See Tulalip Tribes of Washington.

Tulalip Tribes’ Project Manager

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

Unit Price

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

Veteran

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

Warranty

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

Waters of the Tribes

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

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

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

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

Work

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***4***	Furnished automatically upon award.
Contract Provisions	***4***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***1***	Furnished only upon request.

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

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

1-02.4(1) General

The first sentence of the seventh 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 ***5*** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

Section 1-02.5 is deleted in its entirety.

1-02.6 Preparation of Proposal

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

(*****)

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

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

(*****)

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

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

1-02.7 Bid Deposit

Section 1-02.7 is deleted in its entirety.

1-02.9 Delivery of Proposal

Section 1-02.9 is deleted in its entirety.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is deleted in its entirety.

1-02.11 Combination and Multiple Proposals

Section 1-02.11 is deleted in its entirety.

1-02.12 Public Opening of Proposals

Section 1-02.12 is deleted in its entirety.

1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Section 1-03.1 is deleted in its entirety.

1-03.2 Award of Contract

Section 1-03.2 is deleted in its entirety.

1-03.3 Execution of Contract

Section 1-03.3 is deleted in its entirety.

1-03.4 Contract Bond

Section 1-03.4 is deleted in its entirety.

1-03.5 Failure to Execute Contract

Section 1-03.5 is deleted in its entirety.

1-03.6 Return of Bid Deposit

Section 1-03.6 is deleted in its entirety.

1-03.7 Judicial Review

Section 1-03.7 is deleted in its entirety.

1-04 SCOPE OF THE WORK

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

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

(*****)

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda.
2. Proposal Form.

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

1-04.4 Changes

1-04.4(1) Minor Changes

Revise the first paragraph to read:

(*****)

Payments or credits for changes amounting to \$20,000 or less for any one item may be made under the Bid Item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

(*****)

Contractor Surveying – Utilities

The Contractor shall be responsible for laying out the Work and setting, maintaining, and resetting all alignment stakes and grades necessary for the construction of the Work.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments found on the plans shall be protected throughout the length of the project or be replaced at the Contractor's expense unless otherwise stated in the Plans.

All costs for surveying or laying out the work shall be considered incidental and included within the unit Bid prices in the Contract.

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

(October 1, 2005 APWA GSP)

1-05.11 Final Inspections and Operational Testing

New Section

1-05.11(1) Substantial Completion Date

New Section

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

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

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

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

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

New Section

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

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

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

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

1-05.12 Final Acceptance

Add the following new section:

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

New Section

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

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

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

Add the following new section:

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

New Section

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

Add the following new section:

(*****)
1-05.17 Record Drawings

New Section

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

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

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

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

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations and depths of any existing underground utilities encountered during construction of the project.

Making Entries on the Record Drawings:

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

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

All costs for Record Drawings shall be considered incidental and included within the unit Bid prices in the Contract.

1-06 CONTROL OF MATERIAL

Add the following new section:

(*****)

1-06.7 Shop Drawings and Submittals

New Section

1-06.7(1) General

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

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

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

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

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

1-06.7(2) Required Information

Each submittal shall be submitted within 10 working days after contract execution to the Engineer.

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

1. Project Name.
2. Contractor.
3. Engineer.

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

1-06.7(3) Review Schedule

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to the Contractor no later than 15 working days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain acceptance. Delays caused by the need for resubmittal shall not be a basis for an extension of contract time or delay damages. Two sets of shop drawings or one electronic response will be returned to the Contractor after review.

1-06.7(4) Substitutions

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

1-06.7(4)A After Contract Execution

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

related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

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

1-06.7(4)B Equivalent Materials

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

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

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

(*****)

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

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

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

Section 1-07.1 is supplemented with the following:

(*****)

Indian Preference and Tribal Ordinances

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

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

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

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

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

TERO Participation shall be evaluated as follows:

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

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

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

Commercially Useful Function

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

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

Trucking

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

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

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

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

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

Manufacturer

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

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

Regular Dealer

1. Counting

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

2. Definition

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

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

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

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

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

Eligibility

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

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

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

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

Procedures Between Award and Execution

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

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

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

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

Procedures After Execution

Reporting

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

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

Damages for Noncompliance

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

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

1-07.2 State Taxes

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

(*****)

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

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

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

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

1-07.3 Fire Protection and Merchantable Timber Requirements

1-07.3(1) Fire Prevention Control and Countermeasures Plan

Section 1-07.3(1) is revised to read:

(*****)

When the Work is in or next to Tribal, State, or Federal forests, the Contractor shall know and observe all laws and rules (Tribal, State, or Federal) on fire prevention and sanitation. The Contractor shall ask the Tulalip Tribes' Forestry Manager and local forest supervisor or regional manager, as applicable, to outline requirements for permits, sanitation, firefighting equipment, and burning.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires. In case of forest fire, the Contractor shall immediately notify The Tulalip Tribes and the nearest forest headquarters of its exact site and shall make every effort to suppress it. If needed, the Contractor shall require his/her employees and those of any Subcontractor to work under forest officials in fire control efforts.

1-07.3(2) Merchantable Timber Requirements

Section 1-07.3(2) is revised to read:

(*****)

When merchantable timber is to be cut, the Contractor shall obtain a permit from The Tulalip Tribes Forestry Department or the appropriate regional office of the State Department of Natural Resources and comply fully with the laws and regulations of The Tulalip Tribes and the State Forest Practices Act, as applicable.

No person may export from the United States, or sell, trade, exchange, or otherwise convey to any other person for the purpose of export from the United States, timber originating from the project.

The Contractor shall comply with the Forest Resources Conservation and Shortage Relief Amendments Act of 1993 (Public Law 103-45) and the Washington State Log Export Regulations (WAC 240-15).

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010 WSDOT GSP Option 1)

Environmental Commitments

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

(*****)

The intentional bypass of stormwater from all or any portion of a stormwater treatment system is prohibited without the approval of the Engineer.

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

(August 3, 2009 WSDOT GSP Option 2)

Payment

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

1-07.5(1) General

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

(*****)

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

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

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

(*****)

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

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

(*****)

3. Not allow equipment to enter waters of the Tribes or waters of the State, except as may be specified in the Contract.

1-07.5(3) State Department of Ecology

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

(*****)

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

completing the Work on the reservation. In doing the Work located outside the boundaries of the Tulalip Tribes Reservation, the Contractor shall:

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

(*****)

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

8. Notify the Tulalip Tribes' Natural Resources Department, Engineer and Ecology Department immediately should oil, chemicals, or sewage spill into waters of the Tribes or waters of the State.

1-07.5(4) Air Quality

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

(*****)

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018 WSDOT GSP, Option 1)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

WSDOT General Permit for monitoring wells in WSDOT right-of-way, to be provided upon approval

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The

Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

Tulalip Tribes Construction Permit

Tulalip Tribes Traffic Control Permit

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995 WSDOT GSP Option 6)

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

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

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

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

*(*****)*

4. **Information and Reports** – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Tulalip Tribes to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to The Tulalip Tribes as appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, The Tulalip Tribes shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions** – The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontractor or procurement as The Tulalip Tribes may direct as a means of enforcing such provisions including sanctions for noncompliance.

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

1-07.11(10) Records and Reports

1-07.11(10)B Required Records and Retention

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

(*****)

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

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(August 1, 2011 WSDOT GSP, Option 2)

Indian Preference and Tribal Ordinances

This project is located on the ***Tulalip Indian Reservation***. It is the Contractor's responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1.

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact ***the Tulalip Tribes***.

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

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

Work on or near Indian reservations --- It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word near would include all that area where a person seeking employment could reasonably be

expected to commute to and from in the course of a work day. Contractors or Subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.

1-07.14 Responsibility for Damage

Section 1-07.14 is revised to read:

(*****)

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

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

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

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

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

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

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

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

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

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

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, and the **Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the Contracting Agency's allowance of the claim, or the amount allowed by the Contracting Agency**, under common law, constitution, statute, or the Contract and the Contract. If all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with Tribal funds.

Payments of Tribal funds by the Contracting Agency to claimant(s) under this section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the Contracting Agency for the "total reimbursement amount", which is the sum of the amount paid to the claimant(s), plus all costs incurred by the Contracting Agency in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct and indirect costs for the Contracting Agency's administration and payment of the claim on the Contractor's behalf. The Contracting Agency will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the

Contracting Agency for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the Contractor is not received by the Contracting Agency within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The Contracting Agency's costs to enforce recovery of these amounts are additive to the amounts owing.

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

1-07.15 Temporary Water Pollution Prevention

Section 1-07.15 is supplemented with the following:

(*****)

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

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

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

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

(*****)

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP Option 1)

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

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

*** Quil Ceda Village Utilities
8802 27th Avenue NE
Tulalip, WA 98271
Attn: Jereme Gobin
Office: (360) 716-5053
Cell: (425) 754-1949

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

Tulalip Technology Data Services
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Kevin Jones
(360) 716-5150

Tulalip Broadband
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Rick Dechenne
(360) 716-3278

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

(January 2, 2012 WSDOT GSP Option 2)

Work Zone Clear Zone

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

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

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

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

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

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

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

* or 2 feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

This section is supplemented with the following:

(*****)

The following special traffic requirements shall be adhered to during all phases of construction:

Quil Ceda Blvd shall remain fully open at all times to vehicular and pedestrian traffic. A minimum of one lane shall be open each direction. To minimize the disruption to access to adjacent properties, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain access to and egress from all properties at all times.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with access. Notification shall be at least twenty four (24) hours in advance for residential property, and at least forty eight (48) hours in advance for commercial property.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service that may be operating in the project area.

1-07.27 No Waiver of State's Legal Rights

Section 1-07.27 including title is revised to read:

(*****)

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

The Tulalip Tribes shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform, in fact, to the Contract. The Tulalip Tribes shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by The Tulalip Tribes, nor any payment for the whole or any part of the Work, nor any extension of time, nor any possession taken by The Tulalip Tribes shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the Contractor. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

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

1-08 PROSECUTION AND PROGRESS

Add the following new sections:

(*****)

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

New Section

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

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

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

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

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

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

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

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

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

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

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

1-08.1 Subcontracting

Section 1-08.1 is revised as follows:

(*****)

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

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

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

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

1-08.3 Progress Schedule

Section 1-08.3 is supplemented with the following:

(*****)

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

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(July 23, 2015 APWA GSP)

1-08.4 Notice to Proceed and Prosecution of Work

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

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

Section 1-08.4 is supplemented with the following:

(*****)

Construction Coordination Meetings

The Contracting Agency or its authorized representative will schedule and administer construction coordination meetings on a weekly basis with the Engineer, Contractor, subcontractors, and other interested parties. The Contractor shall actively and regularly

prepare for, attend, and participate in these meetings throughout the duration of the project until Contract Completion. The purpose of these meetings is to coordinate and facilitate communication between the parties to facilitate the performance of the respective responsibilities and the successful completion of the project.

The Contracting Agency will establish the weekly meeting times, dates and location with agreement from the Engineer and Contractor.

Project meetings shall be held at a location designated by the Contracting Agency.

The Contracting Agency will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 5 working days to participants and those affected by decisions made at meetings.

Attendance: Contracting Agency, Engineer, Contractor's Project Manager, and Project Superintendent all as appropriate to address agenda topics for each meeting. Major subcontractors and suppliers shall attend when requested by the Contracting Agency, Engineer, or Contractor.

The specific administrative and procedural requirements for project meetings including but not limited to Safety, RFI Status, Contract Submittals, Materials Submittals, RFPs, Field Directives, Change Orders, project schedule, and 2-week look ahead, Working Days, Critical path items, Contract compliance, Pay applications, and open discussion.

Safety

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

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

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

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

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

Safety Program

- A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety program including jobsite-specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:
 - B. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.
 - 1. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Contracting Agency at each weekly project meeting.
 - 2. Weekly jobsite safety inspections shall be completed by each Contractor.
 - 3. Designation and continual training of competent persons for the project.
 - 4. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.
 - 5. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Contracting Agency and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Contracting Agency. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Contracting Agency.
 - 6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent, and/or Project Manager.
 - 7. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program, and Emergency procedures on this project.

Submittals

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

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

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

Training

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

1-08.5 Time for Completion

(*****)

Revise the third and fourth paragraphs to read:

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

Section 1-08.5 is supplemented with the following:

(*****)

This project shall be physically completed within 90 calendar days.

Add the following new section:

(*****)

1-08.5(1) Project Constraints, Sequences, and Milestones

New Section

The Existing Underground Injection Control (UIC) Trench is currently the Tulalip Tribes' only means of discharging reclaimed water from its Water Reclamation Plant. The majority of the trench must therefore remain in service throughout the duration of this project. Unless otherwise authorized in writing by the Tulalip Tribes, the Contractor shall not shut down more than one discharge zone at any given time for performance of the work.

The Contractor shall submit a construction sequencing plan for review a minimum of 10 days prior to the preconstruction meeting. The plan shall clearly indicate how the UIC Trench will be maintained in service for the duration of the project. A suggested project sequence is provided below. If the Contractor elects to use this sequencing, they do so at their own risk, and shall submit this sequence with any proposed modifications as part of their sequencing plan.

Suggested Project Sequencing

1. Provide submittals and receive approvals.
2. Perform utility locates.
3. Install TESC measures.
4. Pre-assemble the PVC discharge port piping (tee, perforated piping, sweep bends, and cleanouts) to ensure proper orientation and alignment of the pipe perforations.
5. Starting at the southerly end of the UIC trench (zone S-1), shut off a single zone at the control vault.
6. Replace the Pressure Reducing Valve in the control vault (South vaults only).
7. Perform the selective demolition and excavation of the ten discharge ports in the shut off zone.
8. Install the drain rock, geotextile fabric, discharge port piping, and cleanout covers for the ten discharge ports in the shut off zone.
9. Return the discharge zone to service. Set the pressure for the PRV to shut off flow when reclaimed water is not being pumped. Verify that reclaimed water is being discharged when the reclaimed water pumps are operating.
10. Repeat the process for each zone, moving north until all discharge ports have been replaced.
11. Where indicated on the Plans, replace the infiltration trench edge board(s).

12. Install the piezometers in the locations shown on the plans. This work may be performed in parallel with the discharge port piping replacement.
13. Remove TESC measures.
14. Complete any remaining site restoration.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

Section 1-09.1 is supplemented with the following:

(*****)

Bid items that are to be measured by the "Ton" will be measured as follows:

1. Quantities shall be based on certified truck tickets signed by the driver and collected by the Project Inspector daily at the time and place of delivery. Loads of material for which a certified weight ticket has not been given to the Project Inspector shall not be paid for.
2. It will be the Contractor's responsibility to see that a ticket is given to the Project Inspector for each truckload of material delivered. Tally tickets shall be prepared to accompany each truckload of material delivered to the project. The tickets shall bear at least the following information:
 - a. Truck number.
 - b. Quantity delivered in cubic yards and tons.
 - c. Driver's name and date of delivery.
 - d. Location of delivery by job name and street name.
 - e. Place for receipting by the Project Inspector.
 - f. Type of material delivered.
3. Tickets shall be given to the Project Inspector on a daily basis. Tickets will only be accepted on the date the material is delivered. Tickets will not be accepted at a later date unless prior agreements have been made.

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.

1-09.7 Mobilization

Section 1-09.7 is supplemented with the following:

(*****)

Partial payments for the lump sum bid item "Mobilization" will not be made before the General Contractor occupies the site and begins work.

1-09.8 Payment for Material on Hand

The last paragraph of Section 1-09.8 is revised to read:

(August 3, 2009 WSDOT GSP Option 1)

The Contracting Agency will not pay for material on hand when the invoice cost is less than \$2,000. As materials are used in the Work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 Payments

Revise the first paragraph to read:

(*****)

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

Delete the third paragraph and replace it with the following:

(*****)

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

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

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

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

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

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

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

1-09.11 Disputes and Claims

Section 1-09.11 is revised to read:

(*****)

Forum For Equitable Relief

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

Forum For Money Damages

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

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

(*****)

The Contractor shall provide construction staging and traffic control plans to the Tulalip Tribes Planning Department for review and approval. Plans shall be submitted for review no more than 7 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines." A minimum of 10 working days will be required for review. Whenever traffic control devices are located on state highways or affect traffic on state highways, the temporary traffic control plans will also be reviewed and approved by WSDOT. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. These plans shall supplement Construction Staging Plans. Construction Staging Plans shall be prepared by the Contractor or a licensed civil engineer. The traffic control plans as provided by the Contractor shall include and not be limited to the following information:

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

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

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

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

1-10.2 Traffic Control Management

1-10.2(1) General

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

(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

1-10.4 Measurement

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

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

*(*****)*

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

1-10.5 Payment

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

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

*(*****)*

The lump sum bid for "Project Temporary Traffic Control", shall also include all costs associated with preparing and receiving approval for the Traffic Control Plans and Construction Staging Plans, including all revisions and updates necessary throughout the duration of the project. The lump sum cost also includes all payment for obtaining and maintaining traffic control permits, for the use of a uniformed police officer to control traffic and for all costs associated with temporary deactivation and reactivation of signal system(s).

END OF DIVISION 1

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 shall be supplemented with the following:

(*****)

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

2-01.2 Disposal of Usable Material and Debris

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

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

(*****)

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

2-01.4 Measurement

Section 2-01.4 shall be replaced with the following:

(*****)

No separate measurement for payment will be made for routine cleanup, but instead routine cleanup will be considered incidental to the project. All costs for routine cleanup shall be considered incidental and included within the unit Bid prices in the Contract.

2-04 HAUL

2-04.5 Payment

Section 2-04.5 is supplemented with the following:

(*****)

All costs associated with hauling materials of any description to, from, and within the project site shall be included in the appropriate unit bid prices in the Proposal and no further compensation will be paid.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

(*****)

During construction, the Contractor shall have dedicated to the project, a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job, and failure to use said water truck for dust control, shall be adequate reason to “shutdown” the project construction. Such shutdown is herein agreed to upon submitting a Bid for this project. Shutdowns due to the Contractor’s failure to control dust shall not be considered as unworkable days.

The Contractor shall make necessary arrangements and shall bear the costs for water necessary for the performance of the work.

Water placement includes that required for dust control while excavating for the street or the installation of the utilities, for processing and compacting the subgrade, and for dust control between the time of subgrade preparation and the placing of asphalt. Dust control water shall be applied as directed by the Engineer or the Project Inspector and for such period of time as he deems necessary.

2-07.5 Payment

Section 2-07.5 is replaced with the following

(*****)

No additional payment shall be made for watering. All costs incurred for this item shall be included in the other related bid items.

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

Section 2-09.3 is supplemented with the following:

(*****)

Shoring shall be constructed with provisions made to allow the Inspector to enter the shored trench at any time.

2-09.3(1) General Requirements

2-09.3(1)D Disposal of Excavated Material

Section 2-09.3(1)D is supplemented with the following:

(*****)

All unsuitable material removed as structure excavation shall be disposed of offsite at a legal disposal site.

Add the following new section and subsections:

(*****)

2-09.3(1)G Trench Dewatering

New Section

All “normal trench dewatering” work associated with maintaining an excavation suitable for construction will be incidental and included in the other items of work. “Normal trench dewatering” is defined as dewatering methods occurring in or directly adjacent to the excavation, including trash pumps, sump pumps, or other methods in excavated areas. Normal trench dewatering does not include a dewatering system such as well points, well screens, or deep wells.

2-09.3(4) Construction Requirements, Structure Excavation, Class B

Add the following new section:

(*****)

2-09.3(4)A Resolution of Utility Conflicts

New Section

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

Standby time resulting from existing utility conflicts. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item (i.e. underground utility installation etc.) due to conflicts with existing facilities. However, payment for standby time shall be limited to:

For each agreed upon conflict, a maximum of four (4) hours of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.

If the conflict is resolved within one (1) hour of notification to the Engineer, no standby time will be paid.

Additional work required to resolve utility conflicts will be paid for at the bid unit prices for the associated work. Work that can be measured and paid for at the unit contract prices shall not be identified as force account work. This work includes but is not limited to reclaimed water lines and fittings for realignments of line and/or grade to avoid existing utility conflicts.

2-09.4 Measurement

Section 2-09.4 is supplemented with the following:

(*****)

No measurement will be made for any class of structure excavation.

No measurement will be made for normal trench dewatering.

2-09.5 Payment

Section 2-09.5 is supplemented with the following:

(*****)

“Resolution of Utility Conflicts”, per force account.

Payment for “Resolution of Utility Conflicts” shall be made by force account as provided in Section 1-09.6. Utility conflicts due to the Contractor’s actions or operations shall be resolved by the Contractor at no expense to the Contracting Agency. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for “Resolution of Utility Conflicts” to become a part of the total bid by the Contractor.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Section 2-11.1 is supplemented with the following:

(*****)

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor’s operation.

Paved street surfaces, existing and new, shall be thoroughly cleaned (street sweeper) upon completion of work within the area, and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all streets shall be cleaned.

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

2-11.5 Payment

Section 2-11.5 is supplemented with the following:

(*****)

No separate payment will be made for trimming and cleanup, but instead shall be considered incidental and included within the unit Bid prices in the Contract.

END OF DIVISION 2

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Section 3-01.4 is supplemented with the following:

(*****)

No source has been provided for any materials necessary for the construction of this Project.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the Tribe, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various items involved.

3-01.6 Payment

Section 3-01.6 is supplemented with the following:

(*****)

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

3-02 STOCKPILING AGGREGATES

3-02.2 General Requirements

3-02.2(2) Stockpile Site Provided by the Contractor

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

(*****)

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

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

3-02.5 Payment

Section 3-02.5 is supplemented with the following:

(*****)

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

END OF DIVISION 3

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DIVISION 7

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

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3 Construction Requirements

7-08.3(2) Laying Pipe

Add the following new section:

(*****)

7-08.3(2)J Dewatering Trenches

New Section

Trench dewatering shall conform to requirements of Section 2-09.3(1)G.

7-08.3(3) Backfilling

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

(*****)

Backfill of UIC Trench Discharge Port replacement piping shall be placed under and around the perforated drain pipe by hand tools. The material shall be carefully levelled under the pipe to maintain a flat grade on the pipe, and placed around and under the pipe by hand tools to a distance of 4 inches above the top of pipe. The backfill material shall not be compacted.

7-08.4 Measurement

Section 7-08.4 is replaced with the following:

(*****)

No measurement shall be made for protecting existing utilities and services, trench excavation, disposal of excavated material, scarifying of the trench bottom, or furnishing or installing trench backfill material.

Add the following new sections:

(*****)

7-20 UNDERGROUND INJECTION CONTROL TRENCH RESTORATION

NEW SECTION

7-20.1 Description

This Work consists of restoring portions of the reclaimed water Underground Injection Control (UIC) Trench in accordance with the Plans and the Special Provisions in the locations shown on the Plans.

7-20.2 Materials

Gravel Backfill for Drains 9-03.12(5)

Non-woven Geotextile for Underground Drainage 9-33.2(1)

PVC Perforated Underdrain Pipe shall conform to ASTM D1785/D2665 Schedule 40 PVC pipe with standard hole size and spacing conforming to ASTM D2729.

PVC Pipe Fittings shall conform to ASTM D2466, Schedule 40, and shall be manufactured from PVC Type 1 conforming to ASTM D1784.

Pressure Reducing Valves (PRVs) shall be angle style valves, adjustable spring tension disc type. Valve shall have B62 bronze body, 316 stainless steel spring, bronze disc, zinc plated iron handwheel, stainless steel fasteners, brass and bronze trim, and PTFE O-ring seal. Design pressure shall be 80 psi minimum. Design flow shall be a minimum of 100 gpm at 5 psi set pressure with 25 percent accumulation. Valve shall be rated for continuous bypass. Minimum set pressure shall be 1 psi. Valve operating spring range shall be field adjustable, with a minimum adjustment range of 10 psi. Different spring settings may be required to meet the range of pressure adjustments required for this project. PRVs shall be 3-inch nominal size with connections as indicated in the Plans. PRVs shall be Emerson/Kunkle Model 19 or approved equal.

Lumber for edge board shall conform to the requirements of Section 9-09.2(3) and shall be preservative treated for ground contact in conformance with Section 9-09.3. Minimum board length for edge boards shall be 12 feet.

Stakes for edge board shall be reinforcing steel conforming to the requirements of Section 9-07.2 of the diameters and lengths shown on the Plans.

Hardware for edge board shall be stainless steel, certified by the manufacturer for use with ground-contact treated lumber.

7-20.3 Construction Requirements

The Contractor is responsible for protection of existing utilities, structures and during excavation and utility installation in accordance with Section 1-07.16 Protection and Restoration of Property. The Contractor shall be responsible for restoration of any damaged utilities as a result of the contractor's construction activities.

The Contractor shall comply with the restrictions noted in Section 1-08.5(1) and perform all construction activities in accordance with the approved construction sequencing plan. No deviations from the approved sequencing plan shall be made without the permission of the Engineer.

The Contractor shall reference the Plans for limits of selective removal and excavation of existing material, piping, and appurtenances. The existing reclaimed water main lines, branch distribution lines, service saddles, service lines, and valves shall be protected during construction. The existing meter boxes shall be preserved and protected for reinstallation as

shown on the Plans. Where existing warning tape is damaged, the Contractor shall replace the tape in kind prior to backfilling the excavation.

Pipe and fittings shall be installed in conformance with the lines and grades as shown in the Plans.

Solvent weld PVC pipe joints shall be installed in conformance with Section 8-03.3(4) of the Standard Specifications.

Threaded pipe joints shall be installed in conformance with Section 8-03.3(4) of the Standard Specifications.

Backfill shall be in conformance with Section 7-08.3(3).

Non-woven Geotextile for Underground Drainage shall be installed in conformance with Section 2-12.3(1) of the Standard Specifications, except that no overlap joints shall be allowed; each installation shall be a single, continuous piece of geotextile fabric.

PRV valves shall be replaced in the locations indicated on the Plans. PRV valves shall be inspected upon delivery in the field to ensure proper working order before installation. They shall be set and jointed to the pipe in conformance with manufacturer instructions for the type of connecting ends furnished. All piping and valve joints modified by each PRV valve replacement shall be visually inspected for leakage under full system pressure with the reclaimed water pumps operating at the Wastewater Treatment Plant, and any visible leakage corrected.

PRV valves shall be set such that full flow to the branch distribution piping occurs when the reclaimed water pumps are operating at the Wastewater Treatment Plant, and no flow occurs when the reclaimed water pumps are not operating. This setting will vary in each vault installation, but is estimated to be 5 to 15 psi for Vaults S1 and S2, and 1 to 5 psi for Vaults S2 through S9. The Contractor shall demonstrate the proper valve setting of each PRV to the Engineer over a minimum of three on-off cycles of the reclaimed water pumps.

The existing edge boards shall be removed in their entirety, including all stakes and hardware. The existing treated lumber shall be properly disposed of in accordance with all applicable regulations at a licensed disposal site.

Where edge board replacement is shown on the Plans, the Contractor shall hand-grade the existing washed rock to allow placement of the new edge boards with the height relative to finish grade as shown on the Plans. Transitions in line and grade of the edge boards shall be made gradually such that the edge board appears smooth and continuous. All cuts and holes in treated lumber shall be treated with preservative in conformance with Section 9-09.3. Once each board has been adjusted to line and grade, it shall be secured to the ground with stakes as shown on the Plans. The Contractor shall exercise extreme caution to avoid driving stakes through existing utilities. As each successive edge board is placed and secured, its end shall be butted against the previous board and the ends secured with screws as shown on the Plans. Following installation of the edge board, the Contractor shall hand-grade the existing washed rock into place against the edge board to achieve the height above finished grade as shown on the Plans.

7-20.4 Measurement

No separate measurement shall be made for protecting existing utilities and services, trench excavation and backfill, pipe material and labor, pipe appurtenances, valve removal and installation, valve box removal and installation, pipe assembly, geotextile fabric, concrete blocks, backfilling, valve box placement., or surface restoration.

Measurement for "Replace Discharge Port" shall be per each.

Measurement for "Replace PRV" shall be per each.

Measurement for "Remove and Replace Edge Board" shall be per linear foot of board, complete in place, as measured along the completed board.

7-20.5 Payment

"Replace Discharge Port" per each.

The unit contract price for "Replace Discharge Port" shall be full pay for all materials, labor, tools, equipment, and supplies necessary to construct the discharge port as shown on the Plans including, but not limited to, protecting existing utilities and services, selective demolition and disposal of the existing discharge port, trench excavation, waste haul and disposal of existing backfill materials, normal dewatering where required, furnishing and installing pipe and fittings, pipe appurtenances, meter box removal and reinstallation including replacement of damaged meter box tags, furnishing and installing backfill material, geotextile fabric, concrete blocks, valve boxes, surface restoration and cleanup, as required for a complete installation.

"Replace PRV" per each.

The unit contract price for "Replace PRV" shall be full pay for all materials, labor, tools, equipment, and supplies necessary to replace the Pressure Reducing Valves where shown on the Plans including, but not limited to, protecting existing utilities and services, selective demolition and disposal of the existing branch distribution vault piping, furnishing and installing the PRV and associated piping, leak testing, setting the PRV, PRV operational testing, and cleanup, as required for a complete installation.

"Remove and Replace Edge Board" per linear foot.

The unit contract price for "Remove and Replace Edge Board" shall be full pay for all materials, labor, tools, equipment, and supplies necessary to replace the effluent infiltration trench edge boards where shown on the Plans including, but not limited to, protecting existing utilities, demolition and disposal of the existing edge boards, furnishing and installing the new edge board, grading, and cleanup, as required for a complete installation.

END OF DIVISION 7

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(*****)

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

Erosion control materials shall be installed prior to the start of any other work on the Project.

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Project Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Tribe.

Following completion of the project, the Contractor shall remove all erosion-control materials and dispose of them off-site. Any areas disturbed by the installation and/or removal of temporary erosion control materials shall be restored by the Contractor as directed by the Engineer at no cost to the Tribes.

8-01.3(1) General

8-01.3(1)A Submittals

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

(*****)

Modified TESC Plan shall meet all the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

Add the following new sections:

(*****)

8-01.3(17) Trench Dewatering

New Section

All "Normal Trench Dewatering" work associated with maintaining an excavation or trench suitable for structure installation and pipeline construction will be included in the unit price for "Replace Discharge Port." "Normal Trench Dewatering" is defined in Section 2-09.3(1)G.

Discharge Location

The Contractor shall dispose of all surface water runoff and water removed by “Normal Trench Dewatering” in an environmentally sound manner that will not endanger health, property, or any portion of the work under construction. The discharge location(s) shall be identified in the Contractor’s dewatering submittal for the Engineer’s review as specified herein. Disposal of water shall be performed in such a manner as will cause no inconvenience whatsoever to the Owner, Engineer, adjacent property owners, or to others engaged in work about the site. Discharge to WSDOT rights-of-way is prohibited for this project.

The Contractor shall use sediment control methods, as required, at discharge points near property lines to prevent silt and sediment from migrating off-site. Sediment control methods can include, but are not limited to, biker tank, siltation ponds, filter fences, screens, and other methods as required.

8-01.4 Measurement

Section 8-01.4 is replaced with the following:

(*****)

No specific unit of measurement shall apply to the lump sum item “Erosion/Water Pollution Control”.

No separate measurement for payment will be made for “Normal Trench Dewatering” used in conjunction with this project, but instead, all costs shall be included in the unit price for “Replace Discharge Port.”

8-01.5 Payment

Section 8-01.5 is replaced with the following:

(*****)

“Erosion/Water Pollution Control”, lump sum.

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

1. Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.
2. Maintenance of catch basins, storm drains, ditches, and other drainage courses, including immediate removal and disposal of accumulated sedimentation.
3. Removal of erosion and sediment control best management practices upon completion of the project.
4. Any additional work deemed necessary by the Engineer to control erosion and water pollution.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(*****)

Property Restoration includes the work required to restore all landscape areas disturbed by the Contractor's operations to its original or better condition. This may include fencing, vegetation, or other objects or structures not covered by a specific bid item.

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

(*****)

See Section 9-14.1(1) of these Special Provisions for requirements related to Topsoil Type A.

See Section 9-14.4 of these Special Provisions for requirements related to Soil Amendments.

8-02.3 Construction Requirements

Section 8-02.3 is supplemented with the following:

(*****)

The Contractor shall have facilities, equipment, and personnel adequate for providing work and material specified including but not limited to topsoil, seeding, mulch, and fencing. Fencing damaged by the Contractor's operations shall be restored in accordance with the current WSDOT Standard Plans and Standard Specifications for the size and type of fencing that is damaged..

During construction; the Contractor shall replace in kind, including but not limited to: any lawn, topsoil, plants, wood chip mulch, gravel, or irrigation heads/pipes, affected by the work unless otherwise specified in the Plans or as directed by the Engineer. Each location of work shall be graded to a smooth and even surface, matching existing grades. Grading shall be accomplished to blend the new work with the existing ground lines and to maintain natural drainage courses. Restoration of grass areas by placement of seed shall be done in accordance with Section 8-01. All excess materials shall be removed from the site.

The Contractor shall remove all sticks and trash and dispose of all unsuitable excavated material and other extraneous materials from the project site as specified herein or directed by the Engineer.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

No separate measurement for payment will be made for site restoration performed in conjunction with this project, but instead, all costs shall be included in the unit price for "Replace Discharge Port."

Add the following new section and subsections:

(*****)

8-19 GROUNDWATER MONITORING WELL

NEW SECTION

8-19.1 Description

This work shall consist of installing groundwater monitoring wells to allow for groundwater monitoring and sample collection. Wells shall be installed at the locations shown on the Plans.

8-19.2 Materials

Materials to be used for installing the wells shall meet the requirements of applicable Washington State Department of Ecology (Ecology) regulations (Chapter 173-160 WAC). Materials shall be of the quality, size, shape, gradation, or equal to that manufactured as specified herein. The Contractor shall submit to the Owner, for review and approval, prior to ordering, cut sheets describing all materials described in the following paragraphs:

Casing: The casing or blank sections which extend from ground surface to the well screen shall be new, 2-inch diameter, Schedule 40 PVC pipe, with flush, threaded joints. A watertight cap with a lock shall be attached to the top of the well casing. The casing shall be delivered to the site in a protective wrapping and maintained clean at the site.

Well Screen: The well screen shall be new, 2-inch diameter, Schedule 40 PVC. The well screen shall be machine-slotted at 0.010 inches. The screen shall be plugged at the bottom with an end cap of the same material. The length of the screen area shall be 2 feet. The screen shall be delivered to the site in a protective wrapping and maintained clean at the site.

Filter Pack: The filter pack shall be composed of granular, uniformly graded 20/40 siliceous sand from a commercial source, which has been washed and screened.

Bentonite Seal: Unhydrated bentonite (pelletized, granulated, powder, or chip bentonite) shall be used in the construction of seals for the monitoring wells. The bentonite material shall be specifically designed for sealing or decommissioning and be within the industry tolerances for dry, western sodium bentonite. Polymer additives shall be designed and manufactured to meet industry standards to be nondegrading and shall not act as a medium which will support or promote the growth of micro-organisms. All bentonite used for sealing or decommissioning shall be free of organic polymers. Placement of bentonite shall conform to the manufacturer's specifications and result in a seal free of voids or bridges. The diameter of pellets or chips shall be no greater than 5/8-inch to minimize the potential for bridging.

Flush-Mounted Steel Monuments: A cast iron monument shall be installed over and around the well. The monument shall be a minimum of 8 inches in diameter, serve as a protective cover, and be installed level with the land surface and equipped with a waterproof seal to prevent the inflow of any water or contaminants. Provide drains to keep water out of the well and below the well cap. The cover shall bolt in place with stainless steel bolts. The cover shall be embossed with the words "Groundwater Monitoring Well" in raised letters. Well monuments shall have stainless steel tags engraved with the well number matching the corresponding control vault numbers, e.g. N1, S4, etc.

Well Cap: Provide expanding and lockable well cap with rubber gasket for each 2-inch diameter well.

Locks: Provide a brass padlock that fits the well cap for each monitoring well. All padlocks shall be keyed alike to key pattern provided by Owner. Provide total number of keys equal to 2 keys per lock provided.

Concrete Pad: All monitoring wells shall have a concrete pad installed to protect the steel monument and to prevent frost heave. The concrete pad shall extend to a depth of 1-1/2 feet below the ground surface. Concrete used for the pad shall consist of clean, hard, and durable aggregate with not less than five sacks (ninety-four pounds per sack) of portland cement per cubic yard of concrete sealant. The maximum diameter of aggregate particles may not exceed 1-1/2 inches, but in any case may not exceed 1/5 the minimum width of the annular space between the casing and the bore hole.

8-19.3 Construction Requirements

Well installation shall be performed by a well contractor licensed by the Washington State Department Ecology.

Drilling method shall be hollow stem auger, direct push, or sonic.

Driller shall provide samples of soil to hydrogeologist at 5-foot depth intervals, including the screened zone. Samples shall be driven or cored, and be at least 1.5 inches diameter by 1 foot long.

Driller shall ensure well casing and screen remain centered in borehole during construction.

Shallow Well depths shall be up to 25 feet below ground surface. Deep Well depths shall be up to 35 feet below ground surface.

Drill cuttings shall be contained, and shall be disposed of by the Contractor at a permitted disposal site.

Driller shall develop the well by bailing, pumping, and/or surging until turbidity decreases and stabilizes. Developed water shall not be discharged directly to the surface. Developed water shall be contained and settled, then discharged in an approved location in conformance with the requirements of Sections 1-07.5 and 8-01.

The driller shall coordinate with the Tribes' hydro geologist in performing the work. A minimum of 1 week notice shall be provided to the hydrogeologist prior to commencing drilling

operations. The driller shall accommodate the hydrogeologist's inspection of the work and assist the hydrogeologist in collecting time-of-drilling water levels and soil samples.

8-19.4 Measurement

"Deep Groundwater Monitoring Well" will be measured per each.

"Shallow Groundwater Monitoring Well" will be measured per each.

8-19.5 Payment

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

"_____ Groundwater Monitoring Well", per each.

The unit contract price for "_____ Groundwater Monitoring Well" shall include all costs for all permits, materials, labor, and equipment necessary to construct the monitoring wells as described herein.

END OF DIVISION 8

DIVISION 9
MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 Topsoil

9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented by adding the following:

(*****)

Topsoil Type A shall be uniform blend of the following materials by volume: (1) 40 percent friable sandy loam soil; (2) 30 percent aggregate meeting the requirement of "Section 9-03.13, Backfill for Sand Drains"; and (3) 30 percent compost. One hundred percent of this mixture shall pass through a 1-inch sieve.

9-14.5 Mulch and Amendments

Add the following new Section 9-14.5(10):

(*****)

9-14.5(10) Soil Amendments

New Section

Soil Amendment shall also be referred to as Bioretention Soil for purposes of this section.

Bioretention soil shall be a well-blended mixture of Mineral Aggregate and Composted Material measured on a volume basis. Bioretention soil shall consist of two parts Fine Compost (approximately 35 to 40 percent) by volume and three parts Mineral Aggregate (approximately 60 to 65 percent), by volume. The mixture shall be well blended to produce a homogeneous mix.

Mineral Aggregate for Bioretention Soil Mix

Mineral Aggregate shall be free of wood, waste, coating, or any other deleterious material. Aggregate shall be analyzed by an accredited lab using the sieve sizes and gradation as noted:

Aggregate for Bioretention Soil

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 4	95-100
No. 10	75-90
No. 40	25-40
No. 200	2-5

Fine Composted Material

Compost products shall be the result of the biological degradation and transformation of Type I or III feedstocks as specified below, under controlled conditions designed to promote aerobic decomposition, per WAC 173-350-220, which is available at: <http://www.ecy.wa.gov/programs/swfa/compost>. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC, and meet the following physical criteria:

1. Compost material shall be tested in accordance with the U.S. Composting Council "Testing Methods for the Examination of Compost and Composting" (TMECC) Test Method 02.02-B, "Sample Sieving for Aggregate Size Classification", to meet the size gradations established in the U.S. Composting Council's "Seal of Testing Assurance" (STA) program, as follows.

Fine Compost shall meet the following gradation by dry weight:

	<u>Min.</u>	<u>Max.</u>
Percent passing 2"	100%	
Percent passing 1"	99%	100%
Percent passing 5/8"	90%	100%
Percent passing 1/4"	75%	100%

2. The pH shall be between 6.0 and 8.5 when tested in accordance with TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by TMECC 03.08-A "percent dry weight basis".
4. Minimum organic matter content shall be 40 percent by dry weight basis as determined by TMECC 05.07A, "Loss-On-Ignition Organic Matter Method".
5. Soluble salt contents shall be less than 4.0 mmhos/cm tested in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis".
6. Maturity shall be greater than 80 percent in accordance with TMECC 05.05-A, "Germination and Vigor".
7. Stability shall be 7 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate".
8. The compost product must originate a minimum of 65 percent by volume from recycled plant waste as defined in WAC 173-350-100 as "Type I Feedstocks." A maximum of 35 percent by volume of other approved organic waste as defined in WAC 173-350-100 as "Type III", including post-consumer food waste, but not including

biosolids, may be substituted for recycled plant waste. The Engineer may approve compost products containing up to 35 percent biosolids or manure feedstocks for specific projects or soil blends, but these feedstocks are not allowed unless specified, and not allowed in compost used for Bioretention Soils. The supplier shall provide written verification of feedstock sources.

9. Fine Compost shall have a carbon to nitrogen ratio of less than 25:1 as determined using TMECC 04.01 "Total Carbon" and TMECC 04.02D "Total Kjeldhal Nitrogen". The Engineer may specify a C:N ratio up to 35:1 for projects where the plants selected are entirely Puget Sound native species.
10. The Engineer may also evaluate compost for maturity using the Solvita Compost Maturity Test at time of delivery. Fine Compost shall score a number 6 or above on the Solvita Compost Maturity Test. Coarse Compost shall score a 5 or above on the Solvita Compost Maturity Test.

The compost supplier shall test all compost products within 90 Calendar Days prior to application. Samples shall be collected using the Seal of Testing Assurance (STA) sample collection protocol. The sample collection protocol can be obtained from U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org. The sample shall be sent to an independent STA Program approved laboratory. A copy of the approved independent STA Program laboratory test report shall be submitted to the Engineer prior to initial application of the compost. For compost to be used in Bioretention Soil the Contractor shall submit a sample of each type of compost to be used on the project to the Engineer at least 10 Working Days prior to placement. For other compost uses, the Engineer may request a sample prior to placement.

Compost for the approved rates listed above must be a Class A compost per Washington State Department of Ecology (Ecology) interim Compost Quality Guidelines ("composted material" defined in Washington Administrative Code (WAC) Chapter 173-350 Section 220). Products should be identified on the site development plans and recent product test sheets provided showing that they meet the above requirements.

Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall be immediately removed from the project and replaced.

This soil mix meets Department of Ecology bioretention soil media requirements, has a porosity of 40 percent and a measured infiltration rate of 6.0 inches per hour. A correction factor of 2 is applied to the soil mix where contributing areas are less than 5,000 square feet of pollution generating surface, less than 10,000 square feet of impervious area, and 3/4 acre of landscape area. Above these thresholds a correction factor of 4 is applied.

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Appendix A

Wages

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 01/20/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Snohomish	Asbestos Abatement Workers	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>		View
Snohomish	Boilermakers	Journey Level	\$69.04	<u>5N</u>	<u>1C</u>		View
Snohomish	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
Snohomish	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>		View
Snohomish	Building Service Employees	Janitor	\$13.50		<u>1</u>		View
Snohomish	Building Service Employees	Shampooer	\$13.50		<u>1</u>		View
Snohomish	Building Service Employees	Waxer	\$13.50		<u>1</u>		View
Snohomish	Building Service Employees	Window Cleaner	\$13.50		<u>1</u>		View
Snohomish	Cabinet Makers (In Shop)	Journey Level	\$22.82	<u>5C</u>	<u>2M</u>		View
Snohomish	Carpenters	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Carpenters	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>		View
Snohomish	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of Sealing Compound	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Application of Underlayment	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Building General	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Composition or Kalman Floors	\$62.97	<u>7A</u>	<u>4U</u>		View

Snohomish	Cement Masons	Concrete Paving	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Curb & Gutter Machine	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Curing Concrete	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Finish Colored Concrete	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Floor Grinding	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Floor Grinding/Polisher	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Green Concrete Saw, self-powered	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Grouting of all Plates	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Guniting Nozzleman	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Hand Powered Grinder	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Journey Level	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Patching Concrete	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Pneumatic Power Tools	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Power Chipping & Brushing	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Sand Blasting Architectural Finish	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Screed & Rodding Machine	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Troweling Machine Operator	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Cement Masons	Tunnel Workers	\$62.97	<u>7A</u>	<u>4U</u>		View
Snohomish	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Dive Supervisor/Master	\$79.23	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Diver	\$116.20	<u>7A</u>	<u>4C</u>	<u>8V</u>	View
Snohomish	Divers & Tenders	Diver On Standby	\$74.23	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Diver Tender	\$67.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Manifold Operator	\$67.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	<u>7A</u>	<u>4C</u>		View
Snohomish	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>		View

Snohomish	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>		View
Snohomish	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>		View
Snohomish	Drywall Applicator	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		View
Snohomish	Drywall Tapers	Journey Level	\$62.94	<u>5P</u>	<u>1E</u>		View
Snohomish	Electrical Fixture Maintenance Workers	Journey Level	\$13.76		<u>1</u>		View
Snohomish	Electricians - Inside	Cable Splicer	\$75.42	<u>7H</u>	<u>1E</u>		View
Snohomish	Electricians - Inside	Construction Stock Person	\$36.47	<u>7H</u>	<u>1D</u>		View
Snohomish	Electricians - Inside	Journey Level	\$70.63	<u>7H</u>	<u>1E</u>		View
Snohomish	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>		View
Snohomish	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>		View
Snohomish	Electricians - Powerline Construction	Cable Splicer	\$79.60	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Certified Line Welder	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Groundperson	\$47.94	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Journey Level Lineperson	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Line Equipment Operator	\$62.06	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Meter Installer	\$47.94	<u>5A</u>	<u>4D</u>	<u>8W</u>	View
Snohomish	Electricians - Powerline Construction	Pole Sprayer	\$72.98	<u>5A</u>	<u>4D</u>		View
Snohomish	Electricians - Powerline Construction	Powderperson	\$54.55	<u>5A</u>	<u>4D</u>		View
Snohomish	Electronic Technicians	Electronic Technicians Journey Level	\$45.23	<u>5B</u>	<u>1B</u>		View
Snohomish	Elevator Constructors	Mechanic	\$94.22	<u>7D</u>	<u>4A</u>		View
Snohomish	Elevator Constructors	Mechanic In Charge	\$101.73	<u>7D</u>	<u>4A</u>		View
Snohomish	Fabricated Precast Concrete Products	Journey Level	\$13.50		<u>1</u>		View
Snohomish	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$13.50		<u>1</u>		View
Snohomish	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Flaggers	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Glaziers	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>		View
Snohomish	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>		View
Snohomish	Heating Equipment Mechanics	Journey Level	\$85.88	<u>7F</u>	<u>1E</u>		View

Snohomish	Hod Carriers & Mason Tenders	Journey Level	\$52.44	7A	4V	8Y	View
Snohomish	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		1		View
Snohomish	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Snohomish	Inland Boatmen	Cook	\$56.48	5B	1K		View
Snohomish	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Snohomish	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Snohomish	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Snohomish	Inland Boatmen	Mate	\$57.31	5B	1K		View
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$13.50		1		View
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		1		View
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$13.50		1		View
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$13.50		1		View
Snohomish	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$13.50		1		View
Snohomish	Insulation Applicators	Journey Level	\$62.44	7A	4C		View
Snohomish	Ironworkers	Journeyman	\$72.18	7N	10		View
Snohomish	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Airtrac Drill Operator	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Ballast Regular Machine	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Batch Weighman	\$43.11	7A	4V	8Y	View
Snohomish	Laborers	Brick Pavers	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Brush Cutter	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Brush Hog Feeder	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Burner	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Caisson Worker	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Carpenter Tender	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Cement Dumper-paving	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Cement Finisher Tender	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Change House Or Dry Shack	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Choker Setter	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Chuck Tender	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Clary Power Spreader	\$51.80	7A	4V	8Y	View

Snohomish	Laborers	Clean-up Laborer	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Concrete Dumper/Chute Operator	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Concrete Form Stripper	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Concrete Placement Crew	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Concrete Saw Operator/Core Driller	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Crusher Feeder	\$43.11	7A	4V	8Y	View
Snohomish	Laborers	Curing Laborer	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Ditch Digger	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Diver	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Dry Stack Walls	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Dump Person	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Epoxy Technician	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Erosion Control Worker	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Faller & Bucker Chain Saw	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Fine Graders	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Firewatch	\$43.11	7A	4V	8Y	View
Snohomish	Laborers	Form Setter	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Gabian Basket Builders	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	General Laborer	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Grade Checker & Transit Person	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Grinders	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Grout Machine Tender	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Guardrail Erector	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Hazardous Waste Worker (Level A)	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Hazardous Waste Worker (Level B)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Hazardous Waste Worker (Level C)	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	High Scaler	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Jackhammer	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Laserbeam Operator	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Maintenance Person	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Manhole Builder-Mudman	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Material Yard Person	\$50.86	7A	4V	8Y	View

Snohomish	Laborers	Motorman-Dinky Locomotive	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Guniting, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pavement Breaker	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pilot Car	\$43.11	7A	4V	8Y	View
Snohomish	Laborers	Pipe Layer Lead	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Pipe Layer/Tailor	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pipe Pot Tender	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pipe Reliner	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pipe Wrapper	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Pot Tender	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Powderman	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Powderman's Helper	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Power Jacks	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Railroad Spike Puller - Power	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Raker - Asphalt	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Re-timberman	\$52.44	7A	4V	8Y	View
Snohomish	Laborers	Remote Equipment Operator	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Rigger/Signal Person	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Rip Rap Person	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Rivet Buster	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Rodder	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Scaffold Erector	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Scale Person	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Sloper (Over 20")	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Sloper Sprayer	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Spreader (Concrete)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Stake Hopper	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Stock Piler	\$50.86	7A	4V	8Y	View
Snohomish	Laborers	Swinging Stage/Boatswain Chair	\$43.11	7A	4V	8Y	View
Snohomish	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	7A	4V	8Y	View
Snohomish	Laborers		\$50.86	7A	4V	8Y	View

		Toolroom Person (at Jobsite)					
Snohomish	Laborers	Topper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Track Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Track Liner (Power)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Traffic Control Laborer	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	View
Snohomish	Laborers	Traffic Control Supervisor	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>	View
Snohomish	Laborers	Truck Spotter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Tugger Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	<u>7A</u>	<u>4V</u>	<u>9B</u>	View
Snohomish	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Tunnel Work-Miner	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Vibrator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Vinyl Seamer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Watchman	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Welder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Well Point Laborer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers	Window Washer/Cleaner	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View
Snohomish	Landscape Construction		\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>	View

		Landscape Construction/Landscaping Or Planting Laborers					
Snohomish	Landscape Construction	Landscape Operator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Landscape Maintenance	Groundskeeper	\$14.13		<u>1</u>		View
Snohomish	Lathers	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>		View
Snohomish	Marble Setters	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>		View
Snohomish	Metal Fabrication (In Shop)	Fitter	\$15.38		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Laborer	\$13.50		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Machine Operator	\$13.50		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Painter	\$13.50		<u>1</u>		View
Snohomish	Metal Fabrication (In Shop)	Welder	\$15.38		<u>1</u>		View
Snohomish	Millwright	Journey Level	\$63.94	<u>7A</u>	<u>4C</u>		View
Snohomish	Modular Buildings	Journey Level	\$13.50		<u>1</u>		View
Snohomish	Painters	Journey Level	\$43.40	<u>6Z</u>	<u>2B</u>		View
Snohomish	Pile Driver	Crew Tender	\$67.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Crew Tender/Technician	\$67.31	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$77.93	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$91.93	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	<u>7A</u>	<u>4C</u>		View
Snohomish	Pile Driver	Journey Level	\$62.69	<u>7A</u>	<u>4C</u>		View
Snohomish	Plasterers	Journey Level	\$59.42	<u>7Q</u>	<u>1R</u>		View
Snohomish	Playground & Park Equipment Installers	Journey Level	\$13.50		<u>1</u>		View
Snohomish	Plumbers & Pipefitters	Journey Level	\$74.72	<u>5A</u>	<u>1G</u>		View
Snohomish	Power Equipment Operators	Asphalt Plant Operators	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Snohomish	Power Equipment Operators	Assistant Engineer	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Bobcat	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Brooms	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Bump Cutter	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cableways	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Chipper	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Compressor	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Conveyors	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>	View
Snohomish	Power Equipment Operators	Cranes: through 19 tons with attachments, A- frame over 10 tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>	View

Snohomish	Power Equipment Operators	Crusher	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Derricks, On Building Work	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Drilling Machine	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Guardrail Punch	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Locomotives, All	\$68.55	7A	3K	8X	View

Snohomish	Power Equipment Operators	Material Transfer Device	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Motor Patrol Graders	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Pavement Breaker	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Power Plant	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Pumps - Water	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Rigger and Bellman	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Rollagon	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Saws - Concrete	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators		\$68.02	7A	3K	8X	View

		Scrapers - Concrete & Carry All					
Snohomish	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators	Slipform Pavers	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Subgrader Trimmer	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
Snohomish	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Trenching Machines	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators	Welder	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
Snohomish		Asphalt Plant Operators	\$69.16	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water						
Snohomish	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Brooms	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cableways	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Chipper	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Compressor	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes friction: 200 tons and over	\$71.26	7A	3K	8X	View
Snohomish		Cranes: 100 tons through 199 tons, or 150' of boom	\$69.85	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water	(including jib with attachments)					
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Crusher	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$68.02	7A	3K	8X	View
Snohomish			\$65.05	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments					
Snohomish	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$68.55	7A	3K	8X	View
Snohomish			\$69.85	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)					
Snohomish	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$65.05	7A	3K	8X	View

Snohomish	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$69.16	7A	3K	8X	View
Snohomish		Spreader, Topsider & Screedman	\$69.16	7A	3K	8X	View

	Power Equipment Operators- Underground Sewer & Water						
Snohomish	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$68.55	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Welder	\$69.16	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$65.05	7A	3K	8X	View
Snohomish	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$68.55	7A	3K	8X	View
Snohomish	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$50.96	5A	4A		View
Snohomish	Power Line Clearance Tree Trimmers	Spray Person	\$48.35	5A	4A		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$50.96	5A	4A		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Trimmer	\$45.54	5A	4A		View
Snohomish	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$34.51	5A	4A		View
Snohomish		Journey Level	\$74.71	5A	1G		View

	Refrigeration & Air Conditioning Mechanics					
Snohomish	Residential Brick Mason	Journey Level	\$22.73		<u>1</u>	View
Snohomish	Residential Carpenters	Journey Level	\$46.43	<u>7A</u>	<u>4C</u>	View
Snohomish	Residential Cement Masons	Journey Level	\$18.09		<u>1</u>	View
Snohomish	Residential Drywall Applicators	Journey Level	\$46.43	<u>7A</u>	<u>4C</u>	View
Snohomish	Residential Drywall Tapers	Journey Level	\$47.17	<u>5P</u>	<u>1E</u>	View
Snohomish	Residential Electricians	Journey Level	\$40.01	<u>7F</u>	<u>1D</u>	View
Snohomish	Residential Glaziers	Journey Level	\$44.15	<u>7L</u>	<u>1H</u>	View
Snohomish	Residential Insulation Applicators	Journey Level	\$29.19		<u>1</u>	View
Snohomish	Residential Laborers	Journey Level	\$23.56		<u>1</u>	View
Snohomish	Residential Marble Setters	Journey Level	\$39.71		<u>1</u>	View
Snohomish	Residential Painters	Journey Level	\$19.85		<u>1</u>	View
Snohomish	Residential Plumbers & Pipefitters	Journey Level	\$32.95		<u>1</u>	View
Snohomish	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$43.34	<u>5A</u>	<u>1G</u>	View
Snohomish	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$51.89	<u>7F</u>	<u>1R</u>	View
Snohomish	Residential Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>	View
Snohomish	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$48.18	<u>5C</u>	<u>2R</u>	View
Snohomish	Residential Stone Masons	Journey Level	\$39.71		<u>1</u>	View
Snohomish	Residential Terrazzo Workers	Journey Level	\$14.86		<u>1</u>	View
Snohomish	Residential Terrazzo/Tile Finishers	Journey Level	\$27.90		<u>1</u>	View
Snohomish	Residential Tile Setters	Journey Level	\$21.38		<u>1</u>	View
Snohomish	Roofers	Journey Level	\$53.27	<u>5A</u>	<u>3H</u>	View
Snohomish	Roofers	Using Irritable Bituminous Materials	\$56.27	<u>5A</u>	<u>3H</u>	View
Snohomish	Sheet Metal Workers	Journey Level (Field or Shop)	\$85.88	<u>7F</u>	<u>1E</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair		\$36.36	<u>7V</u>	<u>1</u>	View

		New Construction Machinist				
Snohomish	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>	View
Snohomish	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	View
Snohomish	Sign Makers & Installers (Electrical)	Sign Installer	\$26.56		<u>1</u>	View
Snohomish	Sign Makers & Installers (Electrical)	Sign Maker	\$20.50		<u>1</u>	View
Snohomish	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$22.56		<u>1</u>	View
Snohomish	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$20.50		<u>1</u>	View
Snohomish	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>	View
Snohomish	Solar Controls For Windows	Journey Level	\$13.50		<u>1</u>	View
Snohomish	Sprinkler Fitters (Fire Protection)	Journey Level	\$81.39	<u>5C</u>	<u>1X</u>	View
Snohomish	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.50		<u>1</u>	View
Snohomish	Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	View

Snohomish	Street And Parking Lot Sweeper Workers	Journey Level	\$15.00		1		View
Snohomish	Surveyors	Assistant Construction Site Surveyor	\$68.02	7A	3K	8X	View
Snohomish	Surveyors	Chainman	\$65.05	7A	3K	8X	View
Snohomish	Surveyors	Construction Site Surveyor	\$69.16	7A	3K	8X	View
Snohomish	Telecommunication Technicians	Telecom Technician Journey Level	\$45.23	5B	1B		View
Snohomish	Telephone Line Construction - Outside	Cable Splicer	\$41.81	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Television Groundperson	\$22.32	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Television System Technician	\$35.20	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Television Technician	\$31.67	5A	2B		View
Snohomish	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	5A	2B		View
Snohomish	Terrazzo Workers	Journey Level	\$54.06	5A	1M		View
Snohomish	Tile Setters	Journey Level	\$54.06	5A	1M		View
Snohomish	Tile, Marble & Terrazzo Finishers	Finisher	\$44.89	5A	1B		View
Snohomish	Traffic Control Stripers	Journey Level	\$47.68	7A	1K		View
Snohomish	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	5D	4Y	8L	View
Snohomish	Truck Drivers	Asphalt Mix To 16 Yards	\$60.75	5D	4Y	8L	View
Snohomish	Truck Drivers	Dump Truck	\$60.75	5D	4Y	8L	View
Snohomish	Truck Drivers	Dump Truck & Trailer	\$61.59	5D	4Y	8L	View
Snohomish	Truck Drivers	Other Trucks	\$61.59	5D	4Y	8L	View
Snohomish	Truck Drivers - Ready Mix	Transit Mix	\$61.59	5D	4Y	8L	View
Snohomish	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.05		1		View
Snohomish	Well Drillers & Irrigation Pump Installers	Oiler	\$13.93		1		View

Snohomish	Well Drillers & Irrigation Pump Installers	Well Driller	\$19.01		<u>1</u>		View
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Appendix B

Permits

WSDOT General Permit for monitoring well installation in
WSDOT right-of-way to be provided when obtained by the
Tulalip Tribes