FOR PETOIE & FERN WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT

PREPARED FOR:

The Confederated Tribes of the Chehalis Reservation

Prepared by:



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CONTRACT DOCUMENTS FOR & FERN WASTEWATER COLLECT

PETOIE & FERN WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT The Confederated Tribes of the Chehalis Reservation

The technical material and specifications listed below were prepared by or under the direct supervision of the undersigned, whose seals, as professional engineers licensed to practice as such in the State of Washington, are affixed below:



Exp. 12/21/2026 Aaron Fuller, PE Fuller Designs

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PART 1 ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

The Confederated Tribes of the Chehalis Reservation Petoie & Fern Wastewater Collection System Improvements Project

Sealed bids for the Petoie & Fern Wastewater Collection System Improvements Project will be received at The Confederated Tribes of the Chehalis Reservation's Administration Offices, 420 Howanut Road, Oakville, WA. 98568, Attention Chris Moffet, or by email to cmoffet@chehalistribe.org until 2:00 p.m., October 24, 2025, at which time the bids will be evaluated based on specific criteria provided in the Contract Documents. There will be no public bid opening for this project.

The project generally consists of the following work:

Construction of improvements, including septic tank effluent pumping stations, sewer force mains, electrical work, decommissioning of septic tanks and drainfields, and disconnecting the Tribe's Petoie MBR treatment facility from the Petoie primary collection vaults, and other related work. While the decommission of the Petoie MBR is no longer a part of the overall project, bidding the decommission is requested as it will provide budgetary costs to either add it back into the project or do the work as a separate project.

One hundred twenty (120) working days will be allowed to complete the work.

Bidders may download digital documents at no additional cost at: http://www.chehalistribe.org/departments/planning-department/view-our-current-projects/

Any questions regarding this plan room shall be directed to plan room administration at cmoffet@chehalistribe.org or 360-709-1826. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither the Tribe nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

A Pre-Bid meeting will be held at the Petoie MBR Plant (21 Petoie Ln, Oakville, WA 98568) and adjoining utility corridor at 10:00 a.m. on September 24, 2025, to answer questions about the project. Meet at the Elder's Center Parking Lot. For information regarding the proposed work, contact Chris Moffet, 360-789-1826, or Aaron Fuller, P.E. of Fuller Designs, (360) 807-4420.

The Confederated Tribes of the Chehalis Reservation shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding documents or a bid in any way incomplete or irregular.

Chris Moffet
Utilities Construction Project Manager

PART 2 INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the "Advertisement for Bids". The scope is indicated on the accompanying Drawings and specified in applicable parts of these Contract Documents.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment, and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents.

CONTRACT DOCUMENTS:

The Contract Documents under which it is proposed to execute this work consist of all material bound herewith, other documents included by reference, plus any addenda incorporated into the documents. The Contract Documents generally consist of; but are not limited to, the contract plans (bound herein), the "Standard Specifications for Road, Bridge, and Municipal Construction, 2025", and Special Provisions bound herein, and all other documents bound herein.

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a proposal shall have thoroughly examined all the various parts of these documents and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing, at least six (6) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

UNIT PRICE BID ITEMS:

When the bid for the work is to be submitted on a unit price basis, unit price bids will be accepted on all items of work set forth in the Proposal Form, except those designated to be paid for as "Lump Sum."

The estimate of quantities of work to be done is tabulated in the Proposal Form and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary, unless otherwise specified in the "Special Provisions".

LUMP SUM BID ITEMS:

When the bid for the work is to be submitted on a lump sum basis, a single lump sum price will be accepted on all items of work set forth in the Proposal Form. The total amount to be paid the Contractor shall be the amount of the lump sum bid as adjusted for additions or deletions resulting from change orders.

PREPARATION OF PROPOSAL FORM:

All blank spaces in the Proposal Form must be filled in, in ink or typewritten. No changes shall be made in the phraseology of the forms. In case of a discrepancy between the unit prices and the extended totals, unit prices will prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions or intent of the Contract Documents.

The Bidder shall list proposed subcontractors, as required, within the space prescribed in the Proposal Form. The Owner reserves the right to refuse work to those subcontractors that the Owner deems unqualified for this project.

The Bidder shall sign the Proposal Form in the space provided therefore. If the Bidder is a Corporation, the legal name of the Corporation shall be set forth in the space provided, together with the signature of the officer or officers authorized to sign contracts on behalf of the Corporation. If Bidder is a Co-partnership, the true name of the firm shall be set forth in the space provided, together with the signature of the partner or partners authorized to sign contracts in behalf of the Co-partnership. If signature is by an Agent, other than an officer of a corporation or a member of a Partnership, a Power-of-Attorney must be on file with the Owner prior to opening of proposals or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

All bid forms must be fully completed to be scored and ranked by the selection committee.

SUBMISSION OF PROPOSAL:

Each proposal must be submitted at the time and place prescribed in the Advertisement for Bids. Proposals must be on the Proposal Form contained herein. Each proposal must be submitted in a sealed envelope, plainly marked on the outside as <u>Bid Proposal for: Petoie & Fern Wastewater Collection System Improvements Project</u> and the envelope should bear on the outside the Bidder's name and address or by email at <u>Cmoffet@chehalistribe.org</u>.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to <u>Confederated Tribes of the Chehalis Reservation</u>, <u>Petoie & Fern Wastewater Collection System Improvements Project</u>, <u>420 Howanut Road</u>, <u>Oakville</u>, <u>WA. 98568</u>. It is the Bidder's sole responsibility to ensure that its Proposal is delivered to the location of the Bid Opening at the appointed place and time.

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

Any bidder may modify his/her bid by written, signed communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Confederated Tribes of the Chehalis Reservation prior to the closing time by mail, recognized carrier, or hand delivery. The written communication should be in a sealed envelope and marked as "Petoie & Fern Wastewater Collection System Improvements Project, not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

Any bid may be withdrawn prior to the scheduled time for the opening of bids in the same manner. No bid may be withdrawn after the time scheduled for opening of bids unless the time specified in the paragraph "Award of Contract" of this "Instructions to Bidders" shall have elapsed.

OPENING OF BIDS:

After the designated date and time for bid submission all proposals will be opened and evaluated by a selection committee based on the specific selection criteria provided in these documents. Any bids received after the scheduled closing time for receipt of the bids will be returned to the Bidder unopened. There will be no public bid opening for this project.

QUALIFICATIONS OF BIDDERS:

The Owner may take such investigations it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete that work contemplated therein. Conditional bids will not be accepted.

BIDDER'S UNDERSTANDING:

Each Bidder must inform itself of the conditions relating to the execution of the work, and it is assumed that the Bidder will inspect the site and make itself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the Special Provisions section of the Contract Documents in regards to Bidder's obligation to verify all information concerning site and subsurface conditions.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with: federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subject.

SELECTED BIDDER:

The selected Bidder will be determined by the highest ranking proposal based on scoring of the proposal on the specific criteria provided in these Documents. The Owner reserves the right to accept or reject any or all bids.

BASIS OF AWARD

Award will be made to the Bidder with the highest ranking Proposal. The Owner reserves the right to accept or reject any or all Bids and select any additive alternates in the bid.

AWARD OF CONTRACT:

Within thirty (30) calendar days after the opening of bids, the Owner shall either accept one bid or reject any or all bids. The Owner reserves the right to waive any informalities and irregularities in said bids. The award will be made by the Owner on the basis of that bid from the lowest responsive, responsible, qualified Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. When projects are paid for in part by federal aid, the award will be made on the basis of that bid submitted by the responsible Bidder submitting the lowest proposal acceptable to the financing agency.

The acceptance of the bid will be written notice, mailed, digitally mailed, or delivered to the office designated in the Proposal Form. In the event of failure of the lowest responsible Bidder to sign

and return the Agreement with acceptable "Performance Bond" as prescribed herein, the Owner may award the Contract to the next lowest responsible Bidder. Such award, if made, will be within sixty (60) calendar days after the opening of bids.

EXECUTION OF AGREEMENT:

The successful Bidder shall, within ten (10) calendar days after receiving the Notice of Award, sign and deliver to the Owner the Agreement hereto attached together with the acceptable bonds and certificate of insurance as required by these documents. Within ten (10) calendar days after receiving the signed Agreement with acceptable bonds from the successful Bidder, the Owner's authorized agent will sign the Agreement. Signature by both parties constitutes execution of the Agreement.

PERFORMANCE AND PAYMENT BONDS:

The successful Bidder shall file with the Owner a "Performance and Payment Bond" on the forms bound herewith, or forms that are substantially similar. Each bond shall be in the full amount of the contract price, as security for the faithful performance of the Contract and payment of all persons supplying labor and materials for the completion of the work, and to cover all guarantees against defective workmanship or materials, Performance Bond shall extend through the warranty period specified in the Agreement after the date of final acceptance of the work by the Owner. The surety company furnishing these bonds shall have a solid financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

The Attorney-in-fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

FAILURE TO EXECUTE AGREEMENT:

The Bidder who has a contract awarded to him/her, and who fails to promptly and properly execute the Agreement and furnish the required "Performance Bond", shall forfeit the bid security that accompanied its bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into an Agreement and furnish the bonds as herein before provided. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a bid bond.

CONTRACT DOCUMENTS TO SUCCESSFUL BIDDER:

The successful Bidder will be issued a digital set of Contract Documents.

INCREASED OR DECREASED QUANTITIES:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the Contract. Any increases or decreases in line-item quantities must be approved via change order, regardless of the % increase or decrease.

Written consent of the surety or sureties will be required for any changed work that results in an increase in Contract Price.

MOBILIZATION:

The Bidder's attention is directed to the WSDOT Standard Spec 2025 1-09.7 which for this project has been adopted by the Tribe.

PART 3 BID PACKAGE

BID PROPOSAL

То:	Confederated Tribes of the Chehalis Reservation Petoie & Fern Wastewater Collection System Improvements Project
Address:	420 Howanut Road Oakville, WA 98568 ATTN: Planning, Chris Moffet
Project:	Petoie & Fern Wastewater Collection System Improvements Project
Bidder:	
Date:	
WA Contracto	or's License No.:
Contractor's E	DUNS Number:
Chehalis Con	tractors License No:

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all aspects, fair and without fraud, that it is made without collusion with any official of the Owner and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, has personally inspected the site, has satisfied itself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal Form.

The submission of this Proposal Form shall be conclusive evidence that the Bidder has investigated the availability of all equipment and materials required for the work specified and is satisfied that deliveries of equipment and materials can be scheduled to complete the work in all respects within the completion time specified herein.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner, and other sources in arriving at his/her conclusions.

The Bidder further certifies that he/she has exercised all options available to him/her toward reaching the goals for minority business enterprise utilization specified in these Documents.

All work performed will be subject to the higher of prevailing State or federal Davis-Bacon wage rates.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he/she will, within ten (10) calendar days after the Notice of Award date, sign the Agreement in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Engineer thereunder.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, with the fully executed Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT TIME

The Bidder further agrees to begin work within five (5) working days after the date of the Notice to Proceed. Contract Time shall begin on the 5th working day following the Notice to Proceed, or when the Contractor begins construction activities, whichever is earliest.

The Bidder further agrees to complete the work within the specified <u>Contract Time of One hundred twenty (120) working days</u>. Working days are defined in WSDOT Standard Spec 2025 1-08.5.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner according to the Special Provisions until the work shall have been finished as provided by the Contract Documents. Saturdays, Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers

(Bidder Insert No. of each Addendum received) to these Contract Documents.

LUMP SUM OR UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Payment for items of work shown in the Contract Documents and not designated as an item of the Proposal Form shall be considered incidental and separate payment will not be made.

Confederated Tribes of the Chehalis Reservation Petoie & Fern Wastewater Collection System Improvements Project

BID SCHEDULE

BID ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	1-07.15	Spill Prevention, Control, and Countermeasures Plan	1 LS	LUMP SUM	\$
		Per Lump Sum	LO		
		Mobilization & Demobilization	1		
2	1-09.7	Per Lump Sum	LS	LUMP SUM	\$
_		Temporary Traffic Control	1		
3	1-10	Per Lump Sum	LS	LUMP SUM	\$
	C1.1	2" PVC STEP Main	1,145		
4	5-7, 11	Per Linear Foot	LF	\$	\$
	C1.1	3" PVC STEP Main	990		
5	7-9, 11	Per Linear Foot	LF	\$,
	C1.1	Install ORENCO PRELOS 1500	17		
6	5-8, 11	Package Assembly Per Each	EA	\$	\$
	C1.1	1.25" STEP Service Line	325		
7	5-8, 11	Per Linear Foot	LF	\$	\$
	C1.1	1.25" STEP Service Connection	17		
8	5-8, 11	Per Each	EA	\$	\$
	C1.1	4" PVC from Clean out to Tank	200		
9	5-8, 12	Per Linear Foot	LF	\$	\$
	C1.1	2" PVC STEP Service Line	90		
10	10	Per Linear Foot	LF	\$	\$
	04.4	2" STEP Service Connection	1		
11	C1.1 10	Per Each	EA	\$	\$
	04.4	Install Pump Basin w/ Effluent	1		
12	C1.1 10	Pumping Package Assembly Per Lump Sum	LS	LUMP SUM	\$

BID ITEM NO.	SPEC NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
		End of Line Cleanout	1		
13 C1.1, C4.1		Per Lump Sum	EA	\$	\$
		Gate Valve, Reducer	1		
14	C1.1, C2.3	Per Lump Sum	EA	\$	\$
	C4.4	Ductile Iron Sleeve	360		
15	C1.1 8-9	Per Linear Foot	LF	\$	\$
		Ex Septic Tank Abandonment	17		
16	C1.2, C1.3			\$	\$
		Per Each Decommission MBR System	EA 1		
17	C1.3, C1.4, C1.5		1	LUMP SUM	\$
		Per Lump Sum	LS		
18	C1.3	Street to be sawcut trenched and Restored	3,360	\$	\$
10		Per Square Foot	SF	Ψ 	Ψ
		Pothole for Storm Crossing	1		
19	C1.3	Per Lump Sum		LUMP SUM	1 \$
			LS		
0.0	C1.2, C1.3	Fence Removal / Replacement	200		
20	8-12	Per Linear Foot	LF	\$	\$
		Restoration - Hydroseed	1		
21 8-02		Per Lump Sum	LS	LUMP SUM	\$
			TOTAL BID) \$	

All sections related to measurement and payment in the Standard Specifications for Road, Bridge, and Municipal Construction are deleted and replaced with this Measurement and Payment Section.

The measurement and payment descriptions:

Bid Item No. 1 - Spill Prevention, Control, and Countermeasures Plan

The lump sum price will be full compensation for providing a written Spill Prevention, Control, and Countermeasures Plan (SPCC) and all materials, tools, and equipment to execute this plan if required.

Bid Item No. 2 - Mobilization

The lump sum price shall cover the complete cost of providing, furnishing, and installing all work and materials necessary to move or organize equipment and personnel onto the site, provide and maintain support facilities, and obtain all necessary licenses, bonds, and project signs. The price shall also include the complete cost of dressing and trimming the project area after improvements are constructed and moving all personnel and equipment off the site after contract completion.

Bid Item No. 3 - Temporary Traffic Control

The lump sum price shall cover the full compensation for flagging and shall include all costs of labor for flaggers and police, materials, equipment, and incidentals necessary for flagging. It shall also include furnishing, installing, and removing all traffic control items, temporary traffic signs and barricades, and preparation of traffic control plans. The maintenance and protection of traffic items shall be full compensation for all labor, materials, equipment, and incidentals necessary for maintaining and protecting traffic, including temporary asphalt concrete, and shall include, but not be limited to the furnishing and/or installation of maintenance of, or provision of barricades, flashers, channelization devices, temporary lane stripes, removing temporary striping at completion of construction, supervisory personnel, vehicle(s), Class A and Class B construction signs, and traffic control devices, patrolling, replacing signs or devices, or any other item including flagging as defined herein. Measurement shall be a lump sum with partial payments for this item made based on work completed as determined by the Engineer. Refer to MAINTENANCE AND PROTECTION OF TRAFFIC, LABOR FOR TRAFFIC CONTROL under General Requirements for additional requirements.

Bid Item No. 4 - 2" PVC STEP Main

The price per lineal foot of 2" PVC STEP Main shall be full compensation for furnishing and installing pressure sewer pipe and fittings per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Digging an appropriate trench.
- 2. Clearing and disposing of all cleared material, including trees and shrubs of any size.
- 3. Excavation of all materials encountered during pipe installation.
- 4. Potholing for conflicting utility lines, where required (whether reflected on the Construction Plans or later determined in the field).
- 5. Furnishing and installing pipe bedding per plans and specifications.

- 6. Furnishing and installing all sewer pipe, including fittings, bends, plugs, caps, air/vacuum release valves, pipe transitions, and flushing and testing.
- 7. Removal and disposal of excess and unsuitable excavated material, including overexcavated materials below pipe invert elevation.
- 8. Mud and dust control.
- 9. Maintenance, restoration, support, and coordination of other utilities affected by construction.

Bid Item No. 5 - 3" PVC STEP Main

The price per lineal foot of 3" PVC STEP Main shall be full compensation for furnishing and installing pressure sewer pipe and fittings per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Digging an appropriate trench.
- 2. Materials and labor for placing, removing, and disposal of temporary cold-mix patch.
- 3. Clearing and disposing of all cleared material, including trees and shrubs of any size.
- 4. Furnishing, installing, and removing all shoring and sheeting necessary to support and temporarily cover trenches and excavations for project work.
- 5. Excavation of all materials encountered during pipe installation.
- 6. Potholing for conflicting utility lines, where required (whether reflected on the Construction Plans or later determined in the field).
- 7. Furnishing and installing pipe bedding per plans and specifications.
- 8. Furnishing and installing all sewer pipe, including fittings, bends, plugs, caps, pipe transitions, and flushing and testing. Install trench dams as required per plans.
- 9. Removal and disposal of excess and unsuitable excavated material, including overexcavated materials below pipe invert elevation.
- 10. Mud and dust control.
- 11. Maintenance, restoration, support, and coordination of other utilities affected by construction.

Bid Item No. 6 – Install ORENCO PRELOS 1500 Package Assembly

The unit of measurement shall be per each and will be full compensation for all labor, material, and equipment necessary to install an Orenco Prelos 1500 Package Assembly (Part No. PRELOS1500-CHEHALIS-PF) to service each housing unit per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Excavation, setting, and backfilling each system.
- 2. Installing and connecting the control panel to the tank and power source.
- 3. Conducting testing and providing an As-Built site plan for each unit.

Chehalis Tribe will furnish the 17 package assemblies described above. Assemblies will be accessible in a secure storage area adjacent to site. The contractor shall inspect assemblies and notify Tribe of any defects prior to taking possession. Once possession is taken the contractor will be responsible for any damage until system is commissioned.

Bid Item No. 7 - 1.25" STEP Service Line

The price per lineal foot of 1.25" STEP Service Line shall be full compensation for furnishing and installing pressure sewer pipe and fittings from the Prelos Discharge to the service connection at

each housing unit, per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Digging an appropriate trench.
- 2. Clearing and disposing of all cleared material, including trees and shrubs of any size.
- 3. Excavation of all materials encountered during pipe installation.
- 4. Potholing for conflicting utility lines, where required (whether reflected on the Construction Plans or later determined in the field).
- 5. Furnishing and installing pipe bedding per plans and specifications.
- 6. Furnishing and installing all sewer pipe, including fittings, bends, plugs, caps, pipe transitions, and flushing and testing.
- 7. Removal and disposal of excess and unsuitable excavated material, including overexcavated materials below pipe invert elevation.
- 8. Mud and dust control.
- 9. Maintenance, restoration, support, and coordination of other utilities affected by construction.

Bid Item No. 8 – 1.25" STEP Service Connection

The unit price per each shall be full compensation for furnishing and installing 1.25" STEP Service Connection per plans and specifications, including valve box, dewatering, placement of backfill material, disposal of displaced material, furnishing and placing foundation material, compaction, vertical extension, and adjustment to finished grade.

Bid Item No. 9 - 4" PVC from Clean out to Tank

The price per lineal foot of 4-inch PVC gravity sewer pipe shall be full compensation for furnishing and installing side sewers from the cleanout to the proposed Prelos tank at each housing unit per these Plans, Contract Documents, and Technical Specifications.

Bid Item No. 10 - 2" PVC STEP Service Line

The price per lineal foot of 2" STEP Service Line shall be full compensation for furnishing and installing pressure sewer pipe and fittings from the Community Pump Basin Discharge to the service connection, per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Digging an appropriate trench.
- 2. Clearing and disposing of all cleared material, including trees and shrubs of any size.
- 3. Excavation of all materials encountered during pipe installation.
- 4. Potholing for conflicting utility lines, where required (whether reflected on the Construction Plans or later determined in the field).
- 5. Furnishing and installing pipe bedding per plans and specifications.
- 6. Furnishing and installing all sewer pipe, including fittings, air release valves, bends, plugs, caps, pipe transitions, flushing, and testing.
- 7. Removal and disposal of excess and unsuitable excavated material, including overexcavated materials below pipe invert elevation.
- 8. Mud and dust control.
- 9. Maintenance, restoration, support, and coordination of other utilities affected by construction.

Bid Item No. 11 – 2" STEP Service Connection

The unit price per each shall be full compensation for furnishing and installing 2" STEP Service Connection per plans and specifications, including valve box, dewatering, placement of backfill material, disposal of displaced material, furnishing and placing foundation material, compaction, vertical extension, and adjustment to finished grade.

Bid Item No. 12 - Pump Basin w/ Effluent Pumping Package Assembly

The lump sum price shall cover the full compensation for all labor, material, and equipment necessary to install an Orenco Pump Basin w/ Effluent Pumping Package Assembly to service the Davis Drive housing development per these Plans, Contract Documents, and Technical Specifications. The price shall include, but not limited to, the following:

- 1. Excavation, setting, and backfilling.
- 2. Pumping down the existing 10,000-gallon septic tank to install new discharge to the Pump Basin.
- 3. Installing pumps, floats, and all associated parts.
- 4. Installing and connecting the control panel to the pump and power source.
- 5. Conducting testing and providing an As-Built site plan.

The Chehalis Tribe will furnish the Orenco Pump Basin package assembly described above. Assembly will be accessible in a secure storage area adjacent to site. The contractor shall inspect the assembly and notify tribe of any defects prior to taking possession. Once possession is taken the contractor will be responsible for any damage until the system is commissioned.

Bid Item No. 13 - End of Line Cleanout

The unit price per each shall be full compensation for furnishing and installing an End-of-Line Cleanout per plans and specifications, including valve box, dewatering, placement of backfill material, disposal of displaced material, furnishing and placing foundation material, compaction, vertical extension, and adjustment to finished grade.

Bid Item No. 14 - Gate Valve, Reducer

The unit price per each shall be full compensation for furnishing and installing a Gate Valve and reducer per plans and specifications, including valve box, dewatering, placement of backfill material, disposal of displaced material, furnishing and placing foundation material, compaction, vertical extension, and adjustment to finished grade.

Bid Item No. 15 - Ductile Iron Sleeve

The price per lineal foot of Ductile Iron Sleeve shall be full compensation for furnishing and installing the sleeve on sections of 3" pressure sewer pipe per these Plans, Contract Documents, and Technical Specifications.

Bid Item No. 16 - Ex Septic Tank Abandonment

The unit price per each shall be full compensation for the abandonment of septic tanks at each housing unit per the plans and specifications, including full tank pumping by a certified pumper, crushing of concrete, capping of abandoned lines, and backfilling.

Bid Item No. 17 - Decommission MBR System

The lump sum price for Decommission MBR System shall be full compensation for the decommissioning of the MBR System as shown in the plans and detailed in the specifications.

Bid Item No. 18 - Street to be Saw cut, Trenched, and Restored

The unit of measurement shall be per each and will be full compensation for all labor, material, and equipment necessary to install a grinder pump to service the proposed bathroom per these Plans, Contract Documents, and Technical Specifications.

Bid Item No. 19 - Pothole for Storm Crossing

The lump sum price shall be full compensation for all labor, material, and equipment necessary to install the well pump and construct the modest well house that can be lifted off its slab, per sheet C3.1 of these Plans, Contract Documents, and Technical Specifications.

Bid Item No. 20 - Fence Removal / Replacement

The unit of measurement shall be per linear foot and will be full compensation for all labor, material, and equipment necessary to temporarily remove, store, and replace fences shown within the construction plans.

Bid Item No. 21 - Restoration - Hydroseed

The lump sum price for landscape restoration shall be full compensation for all labor, material, and equipment necessary to restore the project area back to its original condition and according to applicable requirements. The price shall include, but not limited to, the following:

- 1. Finish grading and restoring easements and temporary construction areas, including mounding trenches, where indicated or directed by the Tribe.
- 2. Removing, storing, and replanting trees, shrubs, and ornamental plants. Prior to tree removal, confirm with the Tribe the number and species to replant and the new tree locations.
- 3. Protect, replace, or reconstruct existing features such as mailboxes, benches, decks, rockeries, and traffic signs.
- 4. Restoration of ditches, culverts, channels, and other existing structures disturbed during construction.
- 5. Lawn restoration in work areas, including topsoil, hydroseeding, and sod in lawn areas. This includes all disturbed permeable areas.
- 6. Replace all permanent survey monuments that had been damaged, disturbed, or destroyed during construction.
- 7. Providing and planting new trees and shrubs that had been damaged, disturbed, or destroyed during construction.
- 8. Seeding, hydroseeding and/or sod placement.

CHANGES IN QUANTITIES

SURETY:

The Owner reserves the right to increase or diminish the amount of any class of work that may be deemed necessary.

If the Bidder is awarded a Contra	ict on this Proposal, the sur	ety who provides the	e "Performance Bond	d" will be
whose address is				
Stro		City	State	Zip
BIDDER:				
The name of the Bidder submittir				
whose address is		0.1	01.1	
Stre which is the address to which all		City with this Proposal a	State and with the Contract	Zip shall be sent.
The names of the principal office interested in this Proposal as prir		ting this Proposal, o	r of the partnership,	or of all persons
In witness whereof the undersign , 2025				day of
Signature of Bidder	Signature of Bidder	<u> </u>	Signature of Bidder	r
Title	 Title		Title	
In witness hereto and undersigne		ABILITY COMPA day o		, 2025.
		Signature of Bide	der	
		Title		
In witness whereof the undersign officer thisday of(SEAL)		-	executed by its duly	authorized
()		Name of Corpora	ation	
		Ву		
		Title		
		Attest		
			Secretary	

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER				
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is				
true and correct".				
Signature:	Date:			
Print Name and Title:	Location or Place Executed (City, State):			

SUBCONTRACTOR LIST

To Be Submitted with the Bid Proposal

Project Name: Confederated Tribes of the Chehalis Reservation – Petoie & Fern Wastewater Collection System Improvements Project

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) as part of the bid, or within one hour after the published bid submittal time.

- 1. Firm's name with point of contact;
- 2. Firm's mailing address, telephone number, and e-mail address;
- 3. The work on which the firm bid or quoted, and when the firm bid or quoted; and
- 4. Firm's status as an MBE/WBE or non-MBE/WBE.

SUBCONTRACTOR LIST

Subcontractor Name	Address	Phone / email	Work Bid Date Bid	MBE/WBE Yes/No
			<u>Date Bid</u>	Yes/No

SUBCONTRACTOR LIST (Continued)

Subcontractor Name	Address	Phone / email	Work Bid Date Bid	MBE/WBE Yes/No
			Date Big	Yes/No

PROPOSAL CHANGE REQUEST FORM

Project Name: Confederate	ed Tribes of the Chehalis Reservation – Petoie &	Fern Wastewater Collection System
Improvements Project Bidd	ler:	
Date:	, Time Submitted:	
Description of Change Req	quested:	
List of Attachments:		

ALL PROPOSAL CHANGE REQUESTS MUST BE RECEIVED IN ACCORDANCE WITH SECTION 1-02.10 OF THE CONTRACT DOCUMENTS PRIOR TO THE TIME ESTABLISHED FOR RECEIVING THE BIDS IN THE ADVERTISEMENT FOR BIDS.

PART 4

SAMPLE CONTRACT FORMS

NOTICE OF AWARD

To:
PROJECT: Confederated Tribes of the Chehalis Reservation - Petoie & Fern Wastewater Collection System Improvements Project.
The OWNER has considered the PROPOSAL submitted by you on,, 2025, for the above described WORK in response to its Request for Bids.
You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$
You are required by the Instructions To Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.
If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES within ter (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all you rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.
You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated thisday of, 2025.
Confederated Tribes of the Chehalis Reservation
By
Title
ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged
Ву
this the, 2025.
Ву
Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PF	RESENTS, That		_, as PRINCIPAL,
and	_, a corporation dul	y authorized to act	as a surety company
in the State of Washington as SURI	ETY, are jointly an	d severally held a	and bound unto the
Confederated Tribes of the Chehalis F	<u>Reservation</u> as Obli	gee, hereinafter ca	lled OWNER, in the
sum of			
			dollars and
		cents, (\$), for
the payment of which we jointly	and severally bind	d ourselves, our	heirs, successors,
administrators and assigns, or our suc	cessors and assign	s, firmly by these p	resents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL herein has made and entered into a certain contract with the OWNER, a copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said PRINCIPAL agrees to perform certain work and to furnish certain materials and to assume obligations, all in accordance with the terms, conditions, requirements, drawings, and specifications set out in said contract, and

NOW THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him/her undertaken to be performed under said Contract, upon the terms set forth therein and within the time prescribed therein or as extended as provided therein, and shall in all respects perform said Contract according to law, then this obligation shall be void, otherwise to remain in full force and effect.

For value received, the SURETY hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the payment thereof.

In Witness Whereof, the parties hereto	have caused this Bond to be executed in
Thisday of	, 2025.
PRINCIPAL:	SURETY:
Ву	By
	Attorney-in-fact
Title:	
Attest:	
Secretary	

The Attorney-in-fact, who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents", as the term is defined in the Instructions to Bidders with all corrections, interlineations, signatures, etc., completely reproduced therein.

Confederated Tribes of the Chehalis Reservation



CONSTRUCTION CONTRACT

Tribes of the Chehalis Reservation, hereinafter referred to as "Tribe" and (Insert name of company), (Type of contractor), hereinafter referred to as "Contractor." This Contract is made for work to be performed for the benefit of the Tribe in order to make the necessary improvements to afford safe, healthy, and sound construction for the Tribe and in compliance with appropriate Tribal and federal provisions.

RECITALS

Contractor, in consideration of the sum indicated on the Contractor's Proposal, which by this reference is made a part hereof, and in consideration of the other covenants and agreements herein contained, agrees to perform and complete the work herein described:

- 1. A. Contractor shall accomplish all the work for this project as indicated in the attached Bid (Name of project), which is made a part hereof, which includes the project specifications and are also incorporated as part of this Contract.
 - B. The Scope of Work covered by this Contract shall be completed by (Name of contractor).
 - C. Excusable delays.
 - Except with respect to failures of subcontractors, the Contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such cause may include, but are not restricted to, Acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of the owner, fires, floods, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform, and if such failure arises out of the cause beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of the Contract, unless (a) the supplies or services to be furnished by the subcontractor were obtained from other supplies, and (b) the Contractor shall have failed to comply reasonably with such order. The Contractor shall within 10 days from beginning of such delay notify the Tribe in writing of the causes of the delay. The Tribe shall ascertain the facts and extent of such failure and, if determined that any failure to perform was occasioned by any one or more of the said cause, the delivery schedule shall be revised accordingly.
- 2. The Tribe shall make payments to the Contractor of a sum not to exceed the total amount of ______. The Tribe shall make payments within 30 days after completion of the work,

by a timeline agreed to by both parties and attached and made part of this Contract. The last payment will be made with the approval of work by the Tribal Business Committee. A 5% retainage fee shall be held until all parties, including the Tribal Building Inspector, accept the work as being complete including all punch list items. All warranties and lien waivers and project as-builts as specified must be received prior to final payment.

- 3. Amendments and work orders to this Contract shall only be made upon written amendments agreed to and executed by the parties.
- 4. Contractor shall obtain and maintain all required licenses or permits, and meet all requirements of the Tribe, State, and/or Federal laws as applicable for the successful completion of this project. Contractor will provide copies of his Contractor's License, Workers Compensation, Bonding and/or Insurance Certificate.
- 5. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining prior written approval of the Tribe.

6. Warranty.

Contractor warrants that all materials used will be new and of good quality unless use of other materials is approved in writing by the Tribe, and that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract and the standards in the industry. This warranty is for a period of 24 months following the date the work is approved by the Business Committee. Any warranty claim shall be submitted to Contractor in writing within the 24 month period.

7. Termination Conditions.

In event of contract termination by any of the following provisions, the parties agree to make notification in writing of the reasons for termination and the effective date.

A. Termination for Cause.

The Tribe, by written notice of default (including breach of contract) to the Contractor may immediately terminate the whole or any part of this Contract if Contractor failed to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or any of the other provisions of this Contract; or fails to pursue the work as to endanger performance of this Contract in accordance with its terms and fails to correct such failures.

B. Termination for Bankruptcy or Insolvency.

The Tribe may immediately terminate Contract if Contractor files and is involuntarily declared to be bankrupt or insolvent according to law, or if assignment of Contractor's property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

C. Termination for convenience.

This Contract may be terminated in whole or in part if the Tribe and Contractor agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon termination conditions,

including effective date, and in the case of partial termination, the portions to be terminated.

- D. Termination in Event of Damaged or Destroyed Property.

 This Contract may be terminated by Contractor if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.
- 8. The rights and remedies of the Tribe provided in Section 7 related to defaults by the Contractor shall not be exclusive and are in addition to any other rights or remedies provided by law or under this Contract.
- 9. Compensation in Event of Termination.

If Contract is terminated for reasons identified in Section 7 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed. The Tribe in accordance with generally accepted standards of the trade will make the determination of satisfactory work.

- 10. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC § 847) as supplemented in Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means, any person employed by this project, to give up any part of the compensation to which they are otherwise entitled.
- 11. Contractor Continuously throughout the term of this Agreement, Contractor shall carry and maintain, at Contractor's expense, general liability, errors and omissions, automobile, property damage, and if applicable, workman's compensation insurance. Contractor must provide a Certificate of Insurance naming the Tribe as Additional Insured showing the following coverages:

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Personal Advertising Injury \$1,000,000

Damages to Rented Premises \$50,000

Automobile Liability Including: \$1,000,000

Any Auto

Hired & Non-Owned Autos

Workers' Compensation:

Statutory Worker's Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)

Per Accident \$1,000,000

Disease \$1,000,000

Each Employee \$1,000,000

12. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor unless otherwise specified in the Contract documents.

- 13. It is expressly understood that the laws of the Tribe and where applicable Federal laws shall govern this Contract.
- 14. Any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Tribal Court of the Tribe to the extent jurisdiction obtains. Both as to interpretation and performance, the tribal laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be deemed or construed as a waiver of the sovereign immunity of the Tribe or any of its subsidiaries, officers, directors, employees, or representatives.
- 15. Contractor shall promptly, as due, make payments of all debts, dues, demands and obligations incurred in the performance of this Contract and shall not permit any lien or claim to be filed or prosecuted against the Tribe.
- 16. Contactor hereby agrees to indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, and expenses, including attorney's fees, arising out of Contractor's performance of the work.
- 17. If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract.
- 18. Contractor must apply for and be issued a Tribal Business License in order to work within the exterior boundaries of the Chehalis Reservation. The fee for the license is \$50.00.
- 19. For all tribally-owned projects, Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference, as described in the Chehalis Tribal Procurement Policies, in hiring staff or engaging subcontractors for the completion of the work. The Tribe's Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and advising Contractor with regard to hiring or engagement of subcontractors at Contractor's request.
- 20. Contractor acknowledges that Washington State sales and excise taxes do not apply to the delivery of the goods and/or services described under this Contract to the Chehalis Tribe within the Tribe's jurisdiction, and shall not include any Washington or other State sales or excise tax in the fee charged for performing the work.
- 21. Contractor shall retain for not less than three years all financial and other records pertinent to this Contract and make such records available to agents of the Tribe and to agents of any federal agency identified by the Tribe or the Comptroller General of the United States, for the purpose of conducting an audit.
- 22. Nothing in this Contract shall be construed so as to create any relationship of joint venture, partnership, employer/employee, agency, landlord/tenant or any similar relationship between the parties. Contractor is solely responsible for compliance with any laws and regulations applicable to Contractor, and for payment of any self-employment or other taxes that may apply to Contractor's earnings resulting from performance of this Contract.

- 23. Contractor shall maintain and enforce adequate policies to ensure that all of Contractor's employees, representatives, agents and subcontractors maintain a drug and alcohol-free working environment while performing the work. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Agreement, or the performance of services under this Agreement by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.
- 24. The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member and whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor nor Contractor's employees, agents, or subcontractors who enter the Tribe's territory pursuant to this Agreement shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," or of a "domestic violence offense," as those terms are defined or understood under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's behalf under this Agreement shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Chehalis Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform work within the territory of the Chehalis Tribe under this Agreement. Contractor shall comply in a timely manner with the Chehalis Tribe's reasonable request for the personal identifying information of Contractor or Contractor's employees, agents, or subcontractors for the limited purpose of performing a criminal background check to verify Contractor's compliance with this provision.

Confederated Tribes of the Chehalis Reservation

Signed:	_ Date:	
Amy Loudermilk, Director of Planning		
Contractor		
Signed:	_ Date:	
Name:	_	

NOTICE TO PROCEED

To:		Date:
		Project: Confederated Tribes of the Chehalis Reservation – Petoie & Fern Wastewater Collection System Improvements.
·	ed to commence WORk	K in accordance with the Agreement dated
	whichever occurs first.	(the 5th working day following this notice) or on the first day of You are to complete the WORK, in all respects, within working days.
		Confederated Tribes of the Chehalis Reservation
		Ву
		Title
	AC	CEPTANCE OF NOTICE
Receipt of the above	NOTICE TO PROCEED	D is hereby acknowledged by,
his, the	day of	
		Signature
		Title

PART 5

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

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*, 2025 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 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.

Also incorporated into the Contract Documents by reference are:

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

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

IMPORTANT – PLEASE READ

The Special Provisions are documents that: *supplement*, add *new* specifications, *replace*, or *revise* the Standard Specifications. To clarify the purpose of each section provided, Special Provisions have the following section descriptions.

Supplement: Text supplements or adds clarification to that Section of the Standard Specifications.

Revision: Parts of that Section of the Standard Specification are altered.

Replacement: Text replaces the entire identified Section of the Standard Specifications.

New Section: This Section is unique to this project and will not be found in the Standard Specifications.

Deletion: This Section is deleted in its entirety.

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

New Section

Construction of improvements, including septic tank effluent pumping stations, sewer force mains, electrical work, decommissioning of septic tanks, drainfields, and the Tribe's Petoie MBR treatment facility, and other related work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 **Definitions** *Revision*

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

Dates

Bid Opening Date

The date on which the Confederated Tribes of the Chehalis Reservation opens and evaluates the Bids.

Award Date

The date of the formal decision of the Confederated Tribes of the Chehalis Reservation to accept the highest ranking Bid Proposal for the Work.

Contract Execution Date

The date the Confederated Tribes of the Chehalis Reservation officially binds the Tribe 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 Confederated Tribes of the Chehalis Reservation has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

The date on which the Confederated Tribes of the Chehalis Reservation accepts the Work as complete.

Delete the heading and associated definition of Contracting Agency and add the following:

The Confederated Tribes of the Chehalis Reservation – The Tribal entity that is responsible for the execution and administration of the Contract. Any reference to

Contracting Agency shall be replaced with **The Confederated Tribes of the Chehalis Reservation**.

Change the definition of **Contractor** to read:

Contractor – The individual, partnership, firm, corporation, or joint venture contracting with the Tribe to do the prescribed Work.

Change the definition of Engineer to read:

Engineer – The Tribes representative who directly supervises the engineering and administration of a construction contract.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions to the terms "Department of Transportation", "Washington State Transportation Commission," "Commission," "Secretary of Transportation," "Secretary," "Headquarters," and "State Treasurer" shall be revised to read "The Confederated Tribes of the Chehalis Reservation".

All references to the terms "State" or "state" shall be revised to read "The Confederated Tribes of the Chehalis Reservation" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to "State Materials Laboratory" shall be revised to read "The Confederated Tribes of the Chehalis Reservation designated location".

All references to "final contract voucher certification" shall be interpreted to mean the Confederated Tribes of the Chehalis Reservation form(s) by which final payment is authorized and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Confederated Tribes of the Chehalis Reservation, 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 Confederated Tribes of the Chehalis Reservation may make a choice between different methods or material of construction for performing the same work.

Business Day

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

Contract Bond

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

Contract Documents

See the definition for "Contract".

Contract Time

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

Notice of Award

The written notice from the Confederated Tribes of the Chehalis Reservation to the successful Bidder signifying the Confederated Tribes of the Chehalis Reservation's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Confederated Tribes of the Chehalis Reservation or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Replacement

Section 1-02.1, including title, is deleted and replaced with the following:

1-02.1 Qualifications of Bidder

Before awarding a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a contract for this project.

1-02.2 Plans and Specifications

Replacement

Section 1-02.2 is deleted and replaced 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 the award of the contract, plans and specifications will be issued to the Contractor via a digital copy

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(1) General Revision

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

Replacement

Section 1-02.5 is deleted and replaced with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Confederated Tribes of the Chehalis Reservation reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Tribe. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

Replacement

The second paragraph of Section 1-02.6 is supplemented with the following:

4. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs of Section 1-02.6, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any W/MBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

Supplement

Section 1-02.7 is supplemented with the following:

Bid bonds shall contain the following:

- 1. The Confederated Tribes of the Chehalis Reservation-assigned number for the project;
- 2. Name of the project;
- 3. The Confederated Tribes of the Chehalis Reservation named as oblige;
- 4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
- 5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
- 6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

Replacement

Section 1-02.9 is deleted and replaced with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, or by email to Cmoffet@chehalistribe.org to ensure proper handling and delivery.

All information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be opened and reviewed by a selection committee. The Confederated Tribes of the Chehalis Reservation will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Confederated Tribes of the Chehalis Reservation will not open or consider any "Supplemental Information" that is received after the time specified above or received in a location other than that specified in the Call for Bids.

Proposals will **NOT** be opened publicly and read aloud. A formal public bid opening will not be held.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Replacement

Section 1-02.10 is deleted and replaced with the following:

After submitting a physical Bid Proposal to the Confederated Tribes of the Chehalis Reservation, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically

- delivers it to the place designated for receipt of Bid Proposals or delivers by email to Cmoffet@chehalistribe.org, and
- 2. The Confederated Tribes of the Chehalis Reservation receives the request before the time set for receipt of Bid Proposals, and
- 3. The revised or supplemented Bid Proposal (if any) is received by the Confederated Tribes of the Chehalis Reservation before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Confederated Tribes of the Chehalis Reservation will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Confederated Tribes of the Chehalis Reservation and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.12 **Public Opening of Proposals**

Replacement

Section 1-02.12 is deleted and replaced with the following:

1-02.12 Opening of Proposals

Sealed bids are to be received at the Planning Department, c/o Chris Moffet, 420 Howanut Road, Oakville, WA. 98568, prior to the time and date specified in the Advertisement For Bids.

Bids will be opened and scored based on the selection criteria provided. Bid opening will not be open to the public.

1-02.13 Irregular Proposals

Replacement

Section 1-02.13 is deleted and replaced with the following:

- 1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Confederated Tribes of the Chehalis Reservation is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
 - o. The Proposal does not include a unit price for every Bid item;
 - h. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Confederated Tribes of the Chehalis Reservation;
 - i. Receipt of Addenda is not acknowledged;

j. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected)

1-02.14 Disqualification of Bidders

Replacement

Delete this section and replace it with the following:

The Confederated Tribes of the Chehalis Reservation will verify that the Bidder meets the mandatory bidder responsibility. To assess bidder responsibility, the Confederated Tribes of the Chehalis Reservation reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Confederated Tribes of the Chehalis Reservation determines the Bidder does not meet the mandatory bidder responsibility criteria and is therefore not a responsible Bidder, the Confederated Tribes of the Chehalis Reservation shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Confederated Tribes of the Chehalis Reservation's determination by presenting its appeal and any additional information to the Confederated Tribes of the Chehalis Reservation will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Confederated Tribes of the Chehalis Reservation will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Confederated Tribes of the Chehalis Reservation's final determination.

1-02.15 Pre Award Information

Replacement

Section 1-02.15 is deleted and replaced with the following:

Before awarding any contract, the Confederated Tribes of the Chehalis Reservation may require one or more of these items or actions of the apparent lowest responsible bidder:

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Confederated Tribes of the Chehalis Reservation requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business on Tribal Property.
- 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Revision

Section 1-03.3 is deleted and replaced with the following:

After opening and reading proposals, the Confederated Tribes of the Chehalis Reservation will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Confederated Tribes of the Chehalis Reservation will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, will be used by the Confederated Tribes of the Chehalis Reservation for cost criteria evaluation and to fix the Awarded Contract Price amount and the amount of the contract bond.

All evaluation criteria will be reviewed by a selection committee and ranked based on the total number of points assigned to each criterion. The bidder receiving the highest ranking from the committee will be awarded the bid. The bidder shall provide all required information on the bid forms to evaluate the proposal. Missing information or improperly completed forms could result in lower scores for the associated criteria.

1-03.3 Execution of Contract

Replacement

Section 1-03.3 is deleted and replaced with the following:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder within 7 business days following award. The number of copies to be executed by the Contractor will be determined by the Confederated Tribes of the Chehalis Reservation.

Within 14 calendar days after the award date, the successful bidder shall return the signed the Confederated Tribes of the Chehalis Reservation-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Confederated Tribes of the Chehalis Reservation, the successful bidder shall provide any pre-award information the Confederated Tribes of the Chehalis Reservation may require under Section 1-02.15.

Until the Confederated Tribes of the Chehalis Reservation executes a contract, no proposal shall bind the Confederated Tribes of the Chehalis Reservation nor shall any work begin within the project limits or within the Confederated Tribes of the Chehalis Reservation-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Confederated Tribes of the Chehalis Reservation.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within <u>the</u> calendar days after the award date <u>stated above</u>, the Confederated Tribes of the Chehalis Reservation may grant additional calendar days for return of the documents, provided the Confederated Tribes of the Chehalis Reservation deems the circumstances warrant it.

1-03.4 Contract Bond

Revision

The first paragraph of Section 1-03.4 is revised to read:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each

shall be for the full contract amount. The bond(s) shall:

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

1-03.7 Judicial Review

Replacement

Section 1-03.7 is deleted and replaced with the following:

Any decision made by the Confederated Tribes of the Chehalis Reservation regarding the Award and execution of the Contract or Bid rejection shall be conclusive.

Add the following New Section:

1-04 Scope of the Work

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

Revision

The second paragraph of Section 1-04.2 is revised to read:

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, if they are included.
- 4. Contract Plans,
- 5. Amendments to the Standard Specifications,
- 6. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
- 7. The Confederated Tribes of the Chehalis Reservation's Standard Plans or Details (if any), and
- 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction,

1-05 CONTROL OF WORK

1-05.4 Conformity With Deviations From Plans and Stakes

Replacement

Section 1-05.4 is deleted and replaced with the following:

1-05.4 Roadway and Utility Surveys

The Contractor shall furnish all survey necessary for the construction of this project.

The Contractor shall be responsible for setting, maintaining, and resetting (as may be required) all horizontal and vertical construction staking necessary for the installation of all items described on the plans. Additional calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

Contractor-supplied survey work shall include but not be limited to the following:

- 1. Verify the primary horizontal and vertical control and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide level notes and horizontal control notes and other descriptions of secondary control to the Confederated Tribes of the Chehalis Reservation.
- 2. Establish intermediate benchmarks as needed to provide vertical control throughout the project. A copy of cut sheets with reference to actual benchmark elevations shall be provided to the Engineer at the same time it is supplied to the Contractor, but not less than 2 working days prior to construction.
- 3. Establish the centerlines of all alignments by placing hubs, stakes, or marks on centerline or on offsets to centerline at points along the alignments at a maximum spacing of fifty feet and at all grade breaks and curve points (PCs, PTs, and PIs).
- 4. Establish clearing limits. Stake at all angle points and intermediate points at a maximum spacing of fifty feet between stakes.

- 5. Establish grading limits. Place slope stakes at maximum centerline increments of 50 feet. Establish offset reference to all slope stakes.
- 6. Setting and maintaining offset hubs with a tack at 50-foot intervals for all sanitary sewer lines and grades. The offset hubs shall be set perpendicular to the sanitary sewer line, with two hubs set at septic tank pumping chamber locations. The stationing, offset distance, cut to invert, cut to rim, and hub elevation shall be marked on the guard stake.
- 7. According to WAC 332-120 "Survey Monuments Removal or Destruction", a surveyor licensed in the State of Washington has been hired by the Confederated Tribes of the Chehalis Reservation to search the proposed construction area for known or existing survey monuments. All found monuments are shown on the plans. If, during construction, the Contractor discovers existing survey monuments, not shown on the plans, they shall immediately notify the Engineer. If a property corner is shown on the plans and it is not shown to be removed and the Contractor's operations moves or destroys it, the Contractor shall re-establish it or replace it at their own expense. Re-establishment or replacement of property corners shall be done only by a Washington State licensed Land Surveyor and be in accordance with WAC 332-120.

The Contractor shall provide the Confederated Tribes of the Chehalis Reservation copies of any, survey notes, references for monuments, calculations and staking data when requested by the Engineer.

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

The Confederated Tribes of the Chehalis Reservation may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor.

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

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Confederated Tribes of the Chehalis Reservation. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be provided to construct this project in accordance with the Plans. Additional stakes may be needed that are not described in the Plans.

The Contractor shall take as-built measurements of the location of all utility piping, conduit, and wire locations; all utility structure locations; and all changes in grade, slope and elevations. The measurements shall be neatly noted on a full size set of plans, the "Record Set". Transmittal of an accurate and complete Record Set to the Confederated Tribes of the Chehalis Reservation Project Engineer is required prior to Contract Completion.

Measurement

There is no specific measurement for Construction Surveying.

1-05.7 Removal of Defective and Unauthorized Work

Supplement

Section 1-05.7 is supplemented 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 the Confederated Tribes of the Chehalis Reservation forces or by such other means as the Confederated Tribes of the Chehalis Reservation 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 the Confederated Tribes of the Chehalis Reservation 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 Confederated Tribes of the Chehalis Reservation 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 Confederated Tribes of the Chehalis Reservation's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Confederated Tribes of the Chehalis Reservation'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.

1-05.10(1) Two-Year Guarantee Period

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within two years after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving the Confederated Tribes of the Chehalis Reservation's written notice of a defect and shall complete such work within the time stated in the Confederated Tribes of the Chehalis Reservation's notice. In case of an emergency, where damage may result from delay or where loss of Confederated Tribes of the Chehalis Reservation's services may result, such corrections may be made by the Confederated Tribes of the Chehalis Reservation'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 Confederated Tribes of the Chehalis Reservation.

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

1-05.11 Final Inspection

Replacement

Section 1-05.11 including title is deleted and replaced with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall 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 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 therefore.

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. Contract Time will continue until such time that the Engineer determines that Substantial Completion has been reached. Upon reaching Substantial Completion the Engineer will prepare a list of remaining work (punchlist) that must be completed to reach Physical Completion. Contract Time will not be counted between the date of Substantial Completion and the date the punchlist has been issued.

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

The Contractor will have 10 working days to complete the punchlist items and reach Physical Completion. After 10 days if the Contractor has not reached Physical Completion and all items on the punchlist have been completed to the satisfaction of the Engineer and the Confederated Tribes of the Chehalis Reservation Contract Time will be restarted and will continue to run until Physical Completion has been achieved. When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedulea 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 Confederated Tribes of the Chehalis Reservation, 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.

1-05.11(3) Operational Testing

It is the intent of the Confederated Tribes of the Chehalis Reservation to have at the Physical Completion Date a complete and operable system. Therefore, when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing, they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal. Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor, and Equipment of Contractor

Revision

The fourth and fifth sentence of the second paragraph in Section 1-05.13 is revised to read:

The prime contractor shall have a superintendent or a person with authority over the project, on-site during the hours of work per 1-08.0(2) and during any additional approved work hours. Any superintendent who fails to follow the Engineer's written directions, instructions, or determinations; or who is found to not be physically present on the jobsite during the approved hours of work hours; maybe subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such superintendent and name a replacement in writing. The Engineer may direct the Contractor to stop work until a new Superintendent can be installed who is physically present on the job site. The resulting period of work stoppage shall be counted as working days.

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation with Other Contractors

Supplement

Section 1-05.14 is supplemented with the following:

Other Contracts or Other Work

It is understood that other work adjacent to or within the limits of this project may occur and will be performed by others during this project. Coordination may be needed between both project contractors to perform separate but adjacent work scopes.

1-05.15 Method of Serving Notices

Supplement

The second paragraph of Section 1-05.15 is revised to read:

All correspondence from the Contractor shall be directed to the Project Manager. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered, via mail delivery service or by email to the Project Manager's office (cmoffet@chehalistribe.org). Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

New Section

Add the following new section:

1-05.16 Water and Power

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.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

1-06.1 Approval of Materials Prior to Use

1-06.1(4) Fabrication Inspection Expense

Deletion

Delete this section in its entirety.

1-06.2 Acceptance of Materials

1-06.2(1) Samples and Tests for Acceptance

Supplement

Section 1-06.2(1) is supplement with the following:

The Contractor shall submit a written request to the Confederated Tribes of the Chehalis Reservation two working days in advance, when a material is ready for acceptance tests. The request shall include the type of materials and the locations ready to be tested.

1-06.6 Recycled Materials

Replacement

Section 1-06.6 is deleted and replaced with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Supplement

Section 1-07.1 is supplemented with the following:

Tribal code including Chapter 11.10 CONSTRUCTION SAFETY shall apply. https://www.codepublishing.com/WA/ChehalisTribe

The Contractor shall maintain at the project site office or other a well-known place at the project site all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees procedures for ensuring immediate removal to a hospital or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for the removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods and for any damage or injury resulting from their failure or improper maintenance, use, or operation thereof. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct a construction review of the Contractor's performance does not, and shall not, be intended to include a review and adequacy of the Contractor's safety measures in, on, or near the project site.

Confined Space

Confined spaces are known to exist at the following locations:

Supplement

- Septic Tanks/Vaults
- Pumping Chambers and Manholes

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with the Tribal Code.

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractors Confined Space program shall be sent to the Confederated Tribes of the Chehalis Reservation at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Confederated Tribes of the Chehalis Reservation's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

1-07.2 Taxes Replacement

Section 1-07.2, including its sub-sections, in its entirety, is replaced with the following:

State Sales tax and Tribal taxes will not be charged on this project.

1-07.6 Permits and Licenses

Section 1-07.6, including its sub-sections, in its entirety, is replaced with the following:

Contractor and any sub-contractor working on the site is required to obtain and keep current a Tribal business license throughout the duration of the project. Business licenses can be obtained on-line at the following link:

http://www.chehalistribe.org/departments/planning-department/purchase-business-license-online/

Contractor shall obtain all necessary permits and give any notices these call for. Contractor shall be responsible for the cost of all required permits and licenses required. No separate payment will be made for obtaining the required permits and licenses.

1-07.5 Environmental Regulations

Supplement

1-07.5(1) General

Section 1-07.5(1) is supplemented with the following:

All work related to this project that is located off Tribal Lands is subject to all applicable State regulations, laws and requirements.

All work related to this project that is located on Chehalis Tribal Lands shall comply with Chehalis Tribal Code Title 11 and other Tribal environmental regulations.

Protection of the Environment: No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Chehalis Tibe.

Contractor shall provide silt fencing and other best management practices to prevent silt and excavated material from leaving the site and to prevent erosion of the work area and surrounding properties.

1-07.7 Load Limits Supplement

Section 1-07.7 is supplemented with the following:

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

1-07.9 Wages

1-07.9(1) General Supplement

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

The Successful bidder will be required to conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors performing on contracts appropriations in excess of \$2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

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

Unions and other labor organizations are required to comply with all applicable Chehalis Tribal ordinances.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate.

1-07.9(5) Required Documents

Supplement

Section 1-07.9(5) is replaced with the following:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

- 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Confederated Tribes of the Chehalis Reservation will make no payment under this Contract until this statement has been approved by the Engineer.
- 2 The-approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Confederated Tribes of the Chehalis Reservation will not grant Completion until

all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Confederated Tribes of the Chehalis Reservation will not release to the Contractor any funds retained until "Affidavit of Prevailing Wages Paid" forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by Federal regulations (29 CFR 5.12).

1-07.13 Contractors' Responsibility for Work

1-07.13(4) Repair of Damage

Replace

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

Supplement

Section 1-07.17 is supplemented with the following:

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:

Call Before you Dig On Call Center Ph. 811	Electricity PSE 712 Legion Way, SE Olympia, WA. (888) 225-5773
SEWER The Confederated Tribes of the Chehalis Reservation – Josh Doolin 12633 118 th SW Rochester, WA. 98568 (564) 999-0510	TELEPHONE Century Link (360) 339-4055
WATER The Confederated Tribes of the Chehalis Reservation – Tom Hayden 9 Niederman Road Oakville, WA. 98568 (360) 338-2516	CABLE Xfinity 2915 Harrison Ave NW, Ste. 200 Olympia, WA. 98502 (800) 934-6489
ELECTRICITY Grays Harbor PUD 2720 Sumner Ave. Aberdeen, WA. 98520 (800) 562-7726	FIBER OPTICS Xfinity2915 Harrison Ave NW, Ste. 200 Olympia, WA. 98502 (800) 934-6489

1-07.18 Public Liability and Property Damage Insurance

Replacement

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

1-07.18 Insurance

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Confederated Tribes of the Chehalis Reservation reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policyshall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Confederated Tribes of the Chehalis Reservation with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Confederated Tribes of the Chehalis Reservation to assure

financial responsibility for liability for services performed.

- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Confederated Tribes of the Chehalis Reservation's insurance, self-insurance, or self-insurance pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Confederated Tribes of the Chehalis Reservation shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Confederated Tribes of the Chehalis Reservation and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Confederated Tribes of the Chehalis Reservation
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Confederated Tribes of the Chehalis Reservation may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Confederated Tribes of the Chehalis Reservation on demand, or at the sole discretion of the Confederated Tribes of the Chehalis Reservation, offset against funds due the Contractor from the Confederated Tribes of the Chehalis Reservation.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- The Confederated Tribes of the Chehalis Reservation and its officers, elected officials, employees, agents, and volunteers
- Fuller Designs LLC and its officers, employees, agents, and sub-consultants

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the minimum limits as shown in the construction contract.

1-07.18(5)B Automobile Liability

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

Such policy must provide the minimum limits as shown in the construction contract.

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington as evidenced by a Certificate of Insurance from the State of Washington Department of Labor and Industries during the period of this contract.

Such policy must provide the minimum limits as shown in the construction contract.

1-07.18(5)D Washington Stop Gap (Employers Liability)

The Contractor shall maintain stop gap coverage Such policy must provide the minimum limits as shown in the construction contract.

1-07.18(6) Indemnification

The Contractor shall indemnify, defend, and hold the Confederated Tribes of the Chehalis Reservation and its officers harmless from and against all liability, claims, or actions, based upon or arising out of injuries, to include death resulting therefore, or damages to persons or property caused by or sustained in connection with the performance of any work pursuant to this contract, to include work accomplished by any subcontractor of the Contractor herein, and except as may be caused solely by the negligence of the Owner to the extent allowed by State law.

The Contractor shall further indemnify, defend, and hold the Confederated Tribes of the Chehalis Reservation and its officers harmless from and against all liability, claims, and actions, to include liability, claims and actions brought against the Contractor's employees, subcontractors, and employees of subcontractors, based upon or arising out of injuries, to include injuries, death, damages to persons or property, caused by or resulting from the negligence and/or concurrent negligence of the Contractor, or the Contractor's agents, employees, subcontractors, or employees of the subcontractors.

To the extent permitted by applicable law, the Contractor further agrees to indemnify, defend, and hold The Confederated Tribes of the Chehalis Reservation and its officers harmless from and

against all claims, actions, or liability for injuries, death, damages, or benefits, arising out of, or which may be awarded pursuant to Worker's Compensation and/or Employer's Liability laws, including but not limited to any claims asserted by or on behalf of an employee of the Contractor, by a subcontractor, or by a subcontractor employee.

The Contractor and the Confederated Tribes of the Chehalis Reservation specifically warrant that the foregoing indemnity provisions were the subject of explicit negotiation by the parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the contract herein.

1-07.22 Use of Explosives

Replacement

Section 1-07.22 is deleted and replaced with the following:

Blasting is not allowed on Confederated Tribes of the Chehalis Reservation public works projects. Rock excavation shall be accomplished by other methods.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

Supplement

The second paragraph of Section 1-07.23(1) is supplemented with the following:

6. Adjacent Property Access

When a property has two or more driveway approaches, the Contractor shall always provide vehicular access to at least one driveway. When a property has only one driveway approach, the Contractor shall notify the business or property owner at least two days in advance of any temporary construction closure. Access to all residences shall not be closed prior to 7:00 AM and shall be restored by 5:00 PM, each day. Access to any business shall not be closed more than two hours during any day.

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

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 employee's 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 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

Traffic control shall be set up in accordance with the Traffic Control Plans or other traffic control plans submitted to and approved by the Engineer.

Lane and road closures are subject to the following restrictions

 Contractor shall notify the Tribe's Project Manager; Chris Moffet by email at <u>cmoffet@chehalistribe.org</u> 7 days in advance of any road or lane closures.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Garbage Collection

The Contractor shall be responsible for the coordination and scheduling of the garbage collection service with Waste Management during all lane or street closures. The Contractor's schedule shall not reduce the frequency of the existing garbage collection schedule at any time.

1-07.24 Rights of Way

Replacement

Section 1-07.24 is deleted and replaced with the following:

Limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made.

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

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

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

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

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

1-08 PROSECUTION AND PROGRESS

1-08.0 Preliminary Matters

New Section

Add the following new sections:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

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**

Except in the case of emergency or unless otherwise approved by the Confederated Tribes of the Chehalis Reservation, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Such requests shall be submitted to the Engineer 7 days prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Confederated Tribes of the Chehalis Reservation or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Confederated Tribes of the Chehalis Reservation for the costs in excess of straight-time costs for Confederated Tribes of the Chehalis Reservation employees who worked during such times; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and 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. Assistants may include, but are not limited to, survey crews; personnel from the Confederated Tribes of the Chehalis Reservation's material testing lab; inspectors; and other Confederated Tribes of the Chehalis Reservation employees when in the opinion of the Engineer, such work necessitates their presence.

1-08.0(3) Reimbursement for Overtime Work of Confederated Tribes of the Chehalis Reservation Employees

Construction work shall not be normally permitted on Saturdays, Sundays, or Federal holidays. The Contractor may submit a written request to the Tribe at least 48 hours in advance, for permission to work on any Saturday, Sunday, or Federal holiday. Written approval must be obtained before the Contractor may work on any such day.

Where the Contractor is approved to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Confederated Tribes of the Chehalis Reservation may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Confederated Tribes of the Chehalis Reservation required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.1 Subcontracting

Revision

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by these Contract Documents.

The ninth paragraph of Section 1-08.1 is supplemented with the following:

The Contractor shall certify to the actual amount received from the Confederated Tribes of the Chehalis Reservation and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

1-08.4 Prosecution of Work

Replacement

Section 1-08.4 including title is deleted and replaced with the following:

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 Confederated Tribes of the Chehalis Reservation. 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 five (5) working 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 Confederated Tribes of the Chehalis Reservation has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

Modification

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 120 working days.

Revise the third and fourth paragraphs of Section 1-08.5 to read:

Contract time shall begin on the fifth working day following the Notice to Proceed Date or on the first working day the Contractor starts onsite work whichever occurs first.

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 for 10 days after the punchlist has been issued. 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 of Section 1-08.5 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 bylaw, to allow the Confederated Tribes of the Chehalis Reservation to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - A. Certified Payrolls (per Section 1-07.9(5)).
 - B. Material Acceptance Certification Documents
 - C. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - D. Final Contract Voucher Certification
 - E. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - F. Property owner releases per Section 1-07.24

1.08.9 Liquidated Damages

Revision

Section 1-08.9 is revised to read:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and

supervision.

Accordingly, the Contractor agrees:

- A. To pay liquidated damages in the amount of \$1,000.00 for each working day beyond the number of working days established for Physical Completion, and
- B. 1To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to the extent that The Confederated Tribes of the Chehalis Reservation has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed at the daily rate specified above until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

The fourth paragraph of Section 1-08.9 is revised to read:

When the Contract Work has progressed to <u>Substantial Completion as defined in the Contract</u>, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will apply.

1-09 Measurement and Payment

1-09.7 Mobilization Supplement

Section 1-09.7 is supplemented with the following:

Payment will be made for each of the following bid items:

Mobilization Lump Sum

1-09.9 Payments Revision

The first four paragraphs of Section 1-09.9 is deleted and replaced with the following:

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

- 1. Unit Price Items in the Bid Form the approximate quantity of acceptable units of work completed multiplied by the unit price.
- 2. Lump Sum Items in the Bid Form based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 3. Materials on Hand 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 4. Change Orders entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

- 1. Retainage per Section 1-09.9(1).
- 2. The amount of progress payments previously made; and
- 3. Funds withheld by The Confederated Tribes of the Chehalis Reservation 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 Confederated Tribes of the Chehalis Reservation that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9(1) **Retainage**

Replacement

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

A sum of 5 percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment the claims of any person arising under the Contract. Release of the retainage will be made 60 days following the Completion Date provided the following conditions are met:

- 1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with The Confederated Tribes of the Chehalis Reservation.
- 2. A retainage bond is acceptable in lieu of a 5% retainage per payment.
- 3. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by The Confederated Tribes of the Chehalis Reservation sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

Replacement

Section 1-09.11(3) is revised to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Confederated Tribes of the Chehalis Reservation arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Confederated Tribes of the Chehalis Reservation; and it is further agreed that any such claims or causes of action shall be brought only in the Chehalis Tribal Court. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Confederated Tribes of the Chehalis Reservation arising from the Contract are filed with the Confederated Tribes of the Chehalis Reservation to have timely access to any records deemed necessary by the Confederated Tribes of the Chehalis Reservation to have timely access to any records deemed necessary by the Confederated Tribes of the Chehalis Reservation to assist in evaluating the claims or action.

1-09.13 Claim Resolution

This Section is deleted in its entirety and replaced with the following:

1-09.13 Claims Resolution

Replacement

The Contractor and the Confederated Tribes of the Chehalis Reservation mutually agree that any claims, submitted in accordance with Section 1-09.11 and not resolved through negotiations, shall be resolved through litigation in the Chehalis Tribal Court.

1-09.13(3)A Administration of Arbitration

Revision

The third paragraph of Section 1-03.19(3)A is revised to read:

The Confederated Tribes of the Chehalis Reservation and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

END OF SECTION

The following sections reference the standard MasterFormat sections for construction specifications. Discussions below supplement these sections and are project specific for equipment and construction activities that are not covered in the WSDOT standard specifications.

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

This work includes removing electrical equipment, piping membrane filter equipment, and portions of the concrete membrane tank. All abandoned piping conduits and voids resulting from the demolition shall be plugged, capped, or filled with grout. All equipment and materials removed as part of the demolition shall become the property of the Contractor and shall be disposed of in accordance with State and Federal requirements.

Other work includes decommissioning the seventeen existing septic tanks located at the Fern Housing Development, with approximate capacities of 1,200 gallons, and their associated drain fields. It also includes decommissioning the three existing surge tanks and submersible effluent pumps located at the WWTF, with approximate capacities of 5,500 gallons, 9,500 gallons, and 12,000 gallons.

PART 3 EXECUTION

3.1 Equipment Removal

The contractor shall remove existing pumps, pump wiring, conduits, control panels, metering and monitoring equipment, and miscellaneous piping and equipment associated with individual septic tanks, the 10,000-gallon septic tank, the MBR Treatment tank, and the 12,000-gallon surge tank.

The contractor shall remove all treatment and miscellaneous equipment and piping from the MBR Treatment tank and the 12,000-gallon surge tank.

All electrical panels, transformer wiring, and appurtenances associated with the existing septic tank effluent pumping system, building lighting, and electrical shall be protected during demolition.

All exposed ends of piping and electrical conduits shall be plugged or capped. Any void in concrete surfaces caused by demolition shall be filled with grout.

3.2 Concrete Tank Demolition/Removal

The contractor shall pump out all 1200-gallon concrete septic tanks located in the Fern Neighborhood, crush them entirely, and use them as backfill for the hole. The 9,000-gallon and 10,000-gallon concrete septic tanks at the MBR treatment system shall remain.

Tanks and existing pumping equipment for the MBR system shall remain online during construction. After the new pumping system is installed and operational, the existing pumping system may be removed, and the MBR system abandoned as described in the construction plans.

The contractor shall remove and dispose of the concrete lid from the existing MBR treatment tank. The concrete tank walls shall be removed to a depth of not less than 3" below the bottom of the floor

slab. Concrete removed from the walls can be used to fill the remaining tank.

The contractor shall crush the top of each concrete surge tank at the WWTF after the Owner has removed all the liquid.

3.3 Tank Filling

After the tank lid and a portion of the concrete tank walls at the MBR facility have been removed and disposed of, the Contractor shall fill the remaining tank to a level 4" below the top of the floor slap. Tank fill material shall be Crushed Surfacing Top Course complying with Section 9-03.9(3). The material shall be brought to optimum moisture and compacted with hand tampers to prevent the settlement of floor repairs. After the top of the surge tanks have been crushed, the Contractor shall fill the remaining tank to the ground surface with Crushed Surfacing Top Course complying with Section 9-03.9(3). Material shall be brought to optimum moisture and compacted.

3.4 Concrete Floor Repair

After the existing tank void at the MBR facility has been filled and compacted, the Contractor shall repair the floor with a 4" deep concrete patch. Expansion joint material shall be installed along all four sides of the repair, and #4 rebar reinforcement shall be installed on 12-inch centers both ways at the slabs middepth. The slab finish shall be a steel trowel finish. Concrete shall meet the requirements of Section 6-02.3(2) Commercial Concrete. Tooled contraction joints shall be installed on a 10' minimum spacing or an equal square pattern.

3.5 Tank Void Filling

After the 1200-gal tanks from the Fern neighborhood have been crushed in place, the Contractor shall fill the remaining void to the pre-existing grade. The fill material shall be Crushed Surfacing Base Course or common borrow material complying with Section 9-03. The top 6" of the backfill shall be standard top soil.

PART 4 MEASUREMENT AND PAYMENT

4.1 METHODS OF MEASUREMENT

No separate measurements will be made for the work.

4.2 PAYMENT

Payment for all work, materials, labor, equipment, tools, removal and disposal of materials, filling and compacting the tank, and repairing the floor shall be included in the Bid Item, "Decommission MBR System".

END OF SECTION

DIVISION 01 12 00 CONSTRUCTION SEQUENCING

PART 3 EXECUTION

The Contractor shall follow the following schedule and procedures when completing Work at the Fern/Petoie sewer upgrade project.

- A. Contractor shall provide bypass facilities, such as temporary piping or pumping, if required for performance of the Work to ensure MBR and individual septic system operation until cutover to new system, whether bypass facilities are specifically called for or not in the Contract Documents. The cost of such facilities shall be incidental to the Work.
- B. Bypass facilities may be pumped or flowed through gravity conveyance as approved by the Engineer and Owner and shall be suitable for the Work to be performed.
- C. Contractor shall be responsible for the continuous operation of all temporary bypass facilities installed for performance of the Work, including any dump fees, fuel required for portable engines and remote monitoring of powered equipment failures. Contractor shall be responsible for all clean-up operations should the temporary facilities fail during operation and shall notify the Engineer and Owner immediately of such an occurrence.
- D. Temporary bypass facilities shall be sized based on the peak flow design criteria for the unit process to be bypassed, unless otherwise approved by the Engineer or specified herein.
- E. New sewer force main and duplex pump system with electric controls shall be installed prior to decommissioning existing individual sewage systems.
- F. The Contractor is responsible for removal of the contents of the individual septic systems prior to their demolition.
- G. Existing MBR system must remain active until new pump basin is connected into new forcemain and operational.
- H. 9,000 and 10,000 gallon tanks associated with MBR system may be temporarily pumped down to facilitate installation of new pump basin.
- I. Once new pump basin system is operational, MBR system may be isolated and removed from service.

END OF SECTION

DIVISION 26 90 22 PUMP CONTROL PANEL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal, installation, and testing requirements for:
 - 1. Packaged Simplex Pump Control Panels
 - 2. Packaged Duplex Pump Control Panel

1.2 DESCRIPTION OF WORK

- A. This section covers the packaged pump control panels indicated on the drawings and specified herein. The control panels and associated equipment are part of the Owner supplied STEP and Pump Basin equipment. The control components shall be installed as an integrated system, which includes all accessories necessary for operation. This does not include standard electrical equipment such as raceway, wiring, and other devices to complete the installation as designed.
- B. The pump control panel shall be designed and assembled to:
 - 1. Be an integrated system composed of components which are specifically designed and used for control and operation of pumping equipment and which are standard, catalog listed products.
 - 2. Provide the capabilities indicated and implied by the specifications and such additional capabilities as may be necessary for proper operation of the pumps and pump station equipment.
- C. Refer to Packaged System Equipment Specifications for product specification.
 - 1. Any specified equipment that is redundant to Packaged System specification is for evaluating compliance of submitted equals.

1.3 RELATED SECTIONS

- A. Related Sections include but are not necessarily limited to:
 - 1. Section 26 60 00 Electrical: General Provisions
 - 2. Section 26 00 01 Electrical Scope of Work
 - 3. Section 26 60 02 Basic Materials and Methods
 - 4. Section 26 05 19 Wire and Cable
 - 5. Section 26 70 00 Motors
 - 6. Section 26 01 26 Electrical testing

1.4 STANDARDS AND REFERENCES

- A. All materials and equipment specified herein shall within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which they are used and shall bear the UL label.
- B. All equipment and materials shall conform to the latest revised editions of applicable standards published by the following organizations:
 - 1. American National Standards Institute (ANSI).
 - 2. Institute of Electrical and Electronic Engineers (IEEE).
 - 3. National Electrical Manufacturers Association (NEMA).
 - 4. Underwriters' Laboratories (U/L).
 - 5. Instrument Society of America (ISA).

- C. All materials and equipment specified herein and their installation methods shall conform to the latest published version of the National Electrical Code, NEC.
- D. All control panels shall bear a label by an approved testing authority for the completed assembled panel.

1.5 SUBMITTALS

- A. Shop Drawings
- B. The pump control panel manufacturer shall develop all shop drawings required for design, fabrication, assembly and installation of the control system. Shop drawings shall include all drawings required in the manufacture of specialized components and for assembly and installation of them. Shop drawings shall be PDF and include the following:
 - 1. System schematic diagrams for the entire pump control panel including, but not limited to: all sensors, control panels components, and motor control equipment; with all components and their locations indicated. Wire and terminal numbers shall be included in the schematic diagrams.
 - 2. Technical data sheets for all components with the complete part number of the component clearly designated with all required options.
 - 3. Arrangement drawings of all panel front and internal-mounted instruments, switches, devices, and equipment indicated. Show all panel mounting details required. Include outer dimensions of all panels on the drawing. Deviations from approved arrangements require re-submittal and approval prior to installation.
 - 4. Arrangement drawings shall be drawn to scale using standard Architectural or Engineering scales.
 - 5. Detailed dimensional drawings of the installation of all sensors (level, etc.) and of mounting brackets and other devices required for installation of sensors.
 - 6. Shop drawings shall be provided on sheets no larger than 11" X 17". Shop drawings shall include specific product detail such as rating, size, and number of contacts, etc. Wiring diagrams shall be included for all components in the system including control equipment supplied with mechanical devices.
 - 7. Installation details shall include the size, number, type and location of interconnecting wiring and conduit, installation of cabinets and enclosures, installation of sensors, instruments, limit switches, and other installation requirements. Shop drawings shall be submitted to the Contractor for review and approval. After approval by the Contractor, copies of all shop drawings shall be submitted to the Engineer.
- C. Descriptive text on wire markers to be used.
- D. Cut sheets for all products with a bill of materials showing quantity, manufacturer, catalog number, and the supplier's name and phone number. Relate the bill of materials to the submitted product index.
- E. Explanatory text which describes in detail the operation of the entire control system and all components.

1.6 OPERATION AND MAINTENANCE DATA

- A. The manufacturer of the pump control panel shall prepare and assemble detailed operation and maintenance manuals in accordance with the requirements of Section 26 60 00. The manuals shall include, but are not limited to the following:
 - 1. Preventative maintenance procedures
 - 2. Trouble-shooting
 - 3. Calibration
 - 4. Testing

- 5. Replacement of components
- 6. Automatic mode operation
- 7. Manual mode operation
- 8. System schematics
- 9. As-built wiring diagrams
- 10. Catalog data and complete parts list for all equipment and control devices
- 11. Listing of recommended spare parts
- 12. Listing of recommended maintenance tools and equipment

1.7 DELIVERY, STORAGE, AND HANDLING

A. See Section 26 00 00.

1.8 RESPONSIBILITY OF CONTRACTOR & PUMP CONTROL SYSTEM VENDOR

- A. The manufacturer of the pump control panel shall be fully and completely responsible for the design and assembly of the system as specified herein. The assignment of specific responsibilities herein to the manufacturer shall not, in any way and under any conditions, diminish or usurp the Contractor's full and complete responsibility for all work performed and all materials installed under the contract. The system shall be designed to provide the control capabilities and functions indicated and implied by these specifications and to provide trouble-free operation with minimum maintenance. The system shall readily enable manual operation of any and all functions in the event of failure of any one component.
- B. The Contractor shall be solely and completely responsible for coordination and integration of pump control panel with the control system and other related equipment. The Contractor-shall communicate directly with the manufacturer(s) and supplier(s) of all related equipment to determine all intended details of the equipment which may influence or affect the control system. The Contractor shall determine all requirements for and shall cause integration of the control system and all other control equipment into a unified operating system. The Contractor shall define all requirements for all interfacing equipment and shall supply all appurtenances, accessories and all such devices which may be required for proper interfacing as part of the control system.
- C. The Contractor shall be responsible to obtain submittal information on equipment which may be supplied by other disciplines and to integrate them into the control system to form a complete working package as outlined by the contract documents. This includes but is not limited to the following list of major pieces of equipment:
 - 1. Pumps
 - 2. Power distribution panel

1.9 WARRANTY

- A. In accordance with the general requirements of these specifications, the Manufacturer shall guarantee the control system to be free of defects in design, materials and workmanship for the periods of time according to the Manufacturer's stated warranty following the date of acceptance, by formal action of the Owner, of all work under the contract. The Contractor shall guarantee the installation of the control system to be free of defects in design, materials and workmanship for a period of one (1) year following the date of acceptance, by formal action of the Owner, of all work under the contract.
- B. As part of the guarantee, the Contractor and the Manufacturer of the pump control panel shall indemnify and hold harmless the Owner, the consultant and their officers, agents and employees

- against and from all claims and liability arising from all damage and injury due to defects in the control system.
- C. The Contractor shall cause the manufacturer of the pump control panel to make any and all repairs, replacements, modifications and adjustments within thirty-six (36) hours of notification. Should the manufacturer fail to begin the work within twelve (12) hours or complete the work within thirty-six (36) hours, the Owner may proceed to undertake or complete the work. In such event, the Contractor and his surety shall be liable for all costs incurred by the Owner.

PART 3 EXECUTION

3.1 FACTORY TESTING

- A. Operation of the pump control panel shall be tested at the factory by the Manufacturer. Testing shall be conducted in two phases. The initial testing shall include, but not be limited to, operation of all input and output sensor and control equipment. The subsequent testing shall include, but not be limited to, powering motor controllers with rated incoming voltage.
- B. All control functions and all status and alarm monitoring and indication shall be demonstrated under simulated operating conditions. Simulating equipment shall be provided and wired into the control system for this testing. Testing shall be continued for the time period required to observe and verify proper operation.

3.2 INSTALLATION

- A. The pump control panel shall be installed by the Contractor in accordance with the installation drawings and instructions prepared by the manufacturer. Installation shall be performed by workers who are skilled and experienced in the installation of electrical instrumentation and control systems.
- B. Installation shall include all elements and components of the panel and all interconnecting wiring between all equipment, components, and sensors. All wiring between panels, sensors and equipment shall be labeled at both ends for ease of service. All terminations shall be made with solderless pressure connectors. All wiring shall be in accordance with the requirements of Section 26 05 19.

3.3 INSPECTION AND VERIFICATION OF INSTALLATION

A. After completion of the installation of the panel, the Owner (and/or Engineer) shall inspect the installation and verify that all components and wiring are correctly installed. The Owner (and/or Engineer) shall determine the exact scope and nature of work required to correct deficiencies and errors in the work and shall supervise the performance of such work.

3.4 CALIBRATION AND START-UP

- A. All components of the panel shall be calibrated by the Contractor after completion of installation. Each component shall be adjusted to be within the required range and for the specific application. Components that cannot be properly calibrated or that are found to exceed the specified range or accuracy shall be removed and replaced.
- B. After completion of construction of the pump station, the panel shall be placed into operation by the Contractor.
- C. The Contractor shall be required to demonstrate the complete operation electrically and mechanically

- of the duplex alternating pump system including removal of the pumps, reinstallation of the pumps, and operation with the Owner's portable generator.
- D. The Contractor shall be solely and completely responsible for all maintenance of the system from time of start-up to the date of acceptance, by formal action of the Owner, of all work under the contract. The Contractor shall correct all deficiencies and defects and make any and all repairs, replacements, modifications, and adjustments as malfunctions or failures occur. The Contractor shall perform all such work required or considered to be required by the Owner to cause and maintain proper operation of the system and to properly maintain the systems.
- E. The Contractor and the Manufacturer of the power control panel shall anticipate that the Owner may delay acceptance of all work under the contract if, in the judgment of the Owner, malfunctions or failures in operation of the panel occur after start-up. Both the Contractor and the Manufacturer shall not be entitled to an extension of time or to any claim for damages because of hindrances, delays or complications caused by or resulting from delay by the Owner in accepting the work because of malfunctions or failures in operation of the panel.

3.5 OPERATION AND MAINTENANCE TRAINING AND DOCUMENTATION

- A. The Contractor shall conduct specifically organized training sessions in operation and maintenance of the panel for personnel employed by the Owner. The training sessions shall be conducted to educate and train the personnel in maintenance and operation of all components of the panel. Training shall include, but not be limited to, the following:
 - 1. Preventative maintenance procedures
 - 2. Trouble-shooting
 - 3. Calibration
 - 4. Testing
 - 5. Replacement of components
 - 6. Automatic mode operation
 - 7. Manual mode operation
- B. One (1) separate training session at least four (8) hours in duration, shall be conducted at the pump station (after start-up of the system) concerning instruction and operation of the pump control panel, and all associated electrical equipment and devices. The manufacturer shall prepare and assemble specific instruction materials for each training session and shall supply such materials to the Owner at least two (2) weeks prior to the time of the training.

END OF SECTION

DIVISION 46 00 00 PRELOS $^{\text{TM}}$ SEWER EQUIPMENT SPECIFICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal, installation and testing requirements for:
 - 1. Packaged PRELOS Sewer systems

1.2 GENERAL DESCRIPTION

The Prelos Sewer package shall be an Orenco® Prelos Processor Tank Assembly, Part Number PRELOS1500-CHEHALIS-PF, installed in accordance with the plans and these specifications. Please note these packaged units will be procured by tribe and placed in secure location adjacent to the project site. Contractor shall install provided unit as shown on the project plans.

The Prelos Processor is unique, both in its fabrication and its function. Accordingly, no substitutions shall be permitted. Manufacturer or Manufacturer's Representative shall furnish a complete, factory-built and tested Prelos Processor(s), consisting of a meander tank, fiberglass risers, ClickTightTM electrical connections for pumps and control floats, a hanging pump discharge assembly, and a passive self-cleaning Biotube® filter.

1.3 SUBMITTALS

Contractor is not required to provide drawings of the Prelos systems. Asbuilt drawings of final placement shall be maintained and provided to project engineer at substantial completion.

1.4 EXPERIENCE CLAUSE

The equipment furnished shall be manufactured and supplied by a company experienced in the design and manufacture of effluent sewer systems. Manufacturer shall have a minimum ten (10) years' experience in the design and manufacture of effluent sewer systems of similar size and equipment specified. Manufacturer shall have a minimum of twenty-five (25) successful installations of effluent sewer systems, five (5) of which shall have more than 100 connections or be at least the size of the system being bid, whichever is smaller. In lieu of this experience, the system Manufacturer is required to submit a 5-year performance bond for 150% of the cost of the equipment, to guarantee replacement of equipment in case of failure.

1.5 MANUFACTURER

Manufacturer shall be Orenco Systems®, Inc. Manufacturer shall furnish a complete, factory-built Prelos Processor(s), consisting of a meander tank, fiberglass risers, ClickTightTM electrical connections for pumps and control floats, a hanging pump discharge assembly, and a passive self-cleaning Biotube® filter. Manufacturer or Manufacturer's Representative shall supply detailed installation and O&M (operation and maintenance) instructions. Manufacturer shall also provide the following support personnel:

- 1. Experienced support staff dedicated to supporting the project through design, construction, and O&M.
- 2. Asset Management Department dedicated to assisting operators with operational and maintenance activities.

1.6 WARRANTY

Manufacturer shall warrant that all component products comprising a Prelos Processor shall be free from defects in materials or workmanship that cause the product to lose structural integrity or to electrically or mechanically operate improperly for a period of not less than five (5) years, except that the Prelos pump, provided it is an Orenco multi-stage, high-head, submersible turbine pump, shall be similarly warranted for a period of not less than ten (10) years. Warranty term shall ensue after Owner's acceptance and system start-up procedures are complete. Manufacturer shall submit details of all limitations and exclusions that may apply to the warranty. The warranty shall be documented in product literature. The use of any non-Prelos components during the warranty period shall render the warranty null and void.

1.7 INTEGRATED SYSTEM

The entire Prelos Processor, including meander tank, fiberglass risers, ClickTight™ electrical connections for pumps and control floats, hanging pump discharge assembly, and passive self-cleaning Biotube® filter shall be an integrated package provided by a single manufacturer and designed to work together.

1.8 SERVICEABILITY

The Prelos Processor(s) shall be completely serviceable, with easy access to the pump(s), filter, and float switches. The pump(s) shall be lightweight (less than 30 lbs) and designed for easy removal without removing the filter and float switches. The pumps must consist of a motor, a liquid end, and an electrical cable and must be repairable (by replacing impellers and/or diffusers), serviceable, and cleanable.

1.9 BUILDING SEWER

Building-side sewers shall be watertight and installed by a Contractor licensed for such work as per all applicable local and state licensing requirements. Building sewer materials, installation, and testing shall be per the current local plumbing code.

PART 2 PRELOSTM PROCESSOR TANK

2.1 PROCESSOR TANK

- A. Manufacturer shall be Orenco Systems or approved equal. Manufacturer or Manufacturer's Representative shall supply detailed installation, operation, and maintenance instructions and warranty terms to Engineer. Manufacturer shall provide the structural design and certification to the Engineer for review. The design shall be in accordance with accepted engineering practice. All tanks shall be made of dicyclopentadiene (DCPD). Prelos Processor tanks shall be suitable for residential applications with as many as four bedrooms. Tank sizing for homes with more than four bedrooms shall be at the discretion of Engineer and in accordance with all applicable regulations.
- B. Loading criteria:
 - 1. The tank shall be rated for a minimum 500 lbs/ft² loading criteria, based on a saturated backfill of 140 lbs/ft³ and an unsaturated backfill of 127 lbs/ft³.
 - 2. Minimum lateral loading shall be 62.4 lbs/ft³. Lateral loading shall be determined from ground surface.
 - 3. The tank shall support a concentrated wheel load of 2,500 lbs.
- C. There are four (4) typical loading conditions that should be analyzed:
 - 1. 5-foot bury + full exterior hydrostatic load
 - 2. 5-foot bury + full exterior hydrostatic load + 2,500-lb wheel load
 - 3. 1-foot bury +2,500-lb wheel load
 - 4. Interior hydrostatic load with tank full and unsupported by soil. Load case 4 represents the tank full of liquid at 62.4 lbs/ft³. This condition addresses seam and haunch stress-strain relationships that occur during watertightness testing, as well as poor soil bedding conditions that provide

inadequate support.

- D. Tanks requiring deep burial (> 60 inches) or subject to truck or heavy traffic loading require special consideration. A minimum soil cover of 12 inches shall be used, unless specified otherwise by **Manufacturer**.
- E. All tanks shall be designed to be structurally sound and watertight and shall be warrantied in writing by **Manufacturer** for a period of five (5) years from the date of final acceptance. **Manufacturer**'s warranty, including any and all limitations and exclusions, shall accompany **Bid**. The tank warranty shall be furnished at the time of submittal. The tank shall be capable of withstanding long-term hydrostatic loading with a water table maintained at ground level in addition to soil loading.
- F. All tanks shall be manufactured and furnished with one access opening capable of accepting a 30-inch diameter access riser of the configuration shown on **Manufacturer**'s drawings. This access port will provide access to both the inlet and the outlet/discharge pumping equipment. Modification of completed tanks will not be permitted.
- G. Inlet plumbing shall include an inlet tee that penetrates 18 inches into the liquid from the inlet flow line. (The depth may vary depending on the tank's height; in all cases, though, the inlet should extend to a level below the bottom of the maximum scum depth.) The inlet plumbing shall allow for natural ventilation back through the building sewer and vent stack.
- H. Tanks shall be capable of successfully withstanding an above-ground static hydraulic test and shall be individually tested to **Manufacturer**'s specifications.
- I. All tanks shall be installed in strict accordance with **Manufacturer**'s recommended installation instructions
- J. DCPD tanks shall be analyzed using finite element analysis for buried structures, and calculations shall address the following:
 - 1. Strength
 - 2. Buckling
 - 3. Deflection of 5% of the tank diameter, based on service load (including long-term deflection lag)
 - 4. Buoyancy
- K. The material properties and laminates considered in this analysis shall be DCPD. The resin must be considered acceptable for use with tank construction. The thicknesses for different regions of the tanks shall be described and shown in shop drawings for each individual tank. Typical design strength properties are as follows:
 - 1. Design tensile strength (psi) 6,700
 - 2. Design flexural strength (psi) 10,500
 - 3. Design compressive strength (psi) 9,200
 - 4. Design shear in-plane (psi) 7,180
 - 5. Flexural modulus (psi) 274,000
- L. The tank shall be molded from thermoset dicyclopentadiene (DCPD) using the Reaction Injection Molding (RIM) process. Any permanent metal part shall be 300-series stainless steel.
- M. The minimum tank weight shall be specified by **Manufacturer**'s engineer (e.g., 450 lbs± for 1,000-gallon tanks).
- N. All penetrations specified for the tank shall be provided by **Manufacturer**.
- O. A **Manufacturer**-supplied EPDM grommet, methacrylate structural adhesive, ABS inlet adapter, or approved equal, shall be used at the inlet to join the tank wall and the inlet piping.
- P. In order to demonstrate watertightness, tanks shall be tested at the place of assembly and again on-site prior to acceptance. Each tank shall be tested at the factory, prior to shipping. During installation, each tank shall be backfilled to just below the midseam flange; then, the tank shall be completely filled with water, to a level two (2) inches into the riser. The tank shall be inspected for leaks after a minimum two-hour wait (or as required by local rules). There should be no drop in liquid level and no visual leakage from seams, pinholes, or other imperfections. No tank will be accepted if there is any leakage over the two-hour period. Once the tank has passed this field test, the water level in the tank shall be dropped to a level below the tank invert, but not below the mid-seam.
- Q. Installation shall be in accordance with Manufacturer's recommendations, or as shown on the contract

plans, whichever is more stringent – with no variations.

PART 3 TANK ACCESS EQUIPMENT

3.1 RISERS

Manufacturer shall be Orenco Systems, Inc. Risers shall be required for access to internal components and access to the tanks for septage pumping. All risers shall be fiberglass and shall be constructed to be watertight. The risers shall be attached to the tanks such that a watertight seal is achieved. Risers shall extend three (3) inches above final grade, or as directed by applicable regulations or codes, to allow for settlement and to ensure positive drainage away from the access. Adhesive required to adhere the fiberglass risers to the tank shall be a two-component methacrylate structural adhesive or approved equal. To ensure product compatibility, Orenco Systems, Inc. shall supply all risers, lids, and attachment components.

3.2 LIDS

One lid shall be furnished with each access riser. Lids shall be Orenco Systems, Inc. DuraFiberTM Model FLD30G, fiberglass with green finish, and provided with stainless steel bolts and wrench. Manufacturer shall provide evidence that lids have been used successfully in continuous field service for a minimum of five (5) years to demonstrate long-term integrity and suitability for the application. Lids shall be waterproof, corrosion-resistant, and UV-resistant. Lids shall be flat, with no noticeable upward dome; a crown or dome of no more than 1/8-inch is allowable. Lids shall not allow water to pond excessively on top of them. Lids shall have a non-skid finish. Lids shall be designed to form a watertight seal with the top of riser. Lids shall be capable of withstanding a truck wheel load (81 square inches) of 2,500 pounds for 60 minutes with a maximum vertical deflection of ³/₄-inch. Lids shall be provided with tamper-resistant stainless-steel fasteners and a tool for fastener removal. Tamper-resistant fasteners include recessed drives, such as hex, Torx, and square. Fasteners that can be removed with common screwdrivers, such as slotted and Phillips, or fasteners that can be removed with standard tools, such as pliers or crescent wrenches, are not considered tamper-resistant. To prevent a tripping hazard, fasteners shall not extend above the surface of the lid.

Optional components may include the following:

- 1. Traffic-bearing lid: The traffic-bearing lid shall be a cast iron frame and cover (part number 6024, 3060, 4036), as manufactured by Sather Manufacturing Co., Inc. or approved equal, which will fit over a standard lid. The cover shall have the word "SEWER" cast into it.
- 2. Foam-insulated lid: Rigid closed-cell foam insulation of 2-inch or 4-inch thickness shall be attached to the underside of the lid. Any fasteners shall be made of corrosion-resistant stainless steel. The insulation shall have an R-value of no less than 10 per 2-inch increment.

3.3 RISER INSTALLATION

Riser installation shall be accomplished according to Manufacturer's instructions. For cold weather areas, risers shall be backfilled with 3/8-inch pea gravel or other similar granular material to prevent frost heave.

PART 4 PRELOS PRESSURIZED EFFLUENT DISCHARGE (PPED) SYSTEM FOR SINGLE-FAMILY RESIDENCES

4.1 PRELOS PROCESSOR PUMPING SYSTEM

The Prelos Processor pumping system is an integrated package designed specifically for use in the Prelos Processor tank. Manufacturer of the complete, integrated system shall be Orenco Systems, Inc. and shall

provide the following integrated components as part of the system:

- A. The Prelos pump vault shall be manufactured of sturdy, corrosion-proof polyethylene with an effective screen area of 13.5 square feet. The vault shall have a sloped inlet port to pull from the tank's clear zone, allow for solids to slough or settle out during resting periods, and allow for solids to be flushed out during servicing. The filter must be serviceable and cleanable without removing pumps or the entire vault.
- B. The Prelos pump shall be a submersible, high-head Prelos pump. Unless specified otherwise by the design engineer, the pump shall be Orenco Systems, Inc. Model PF100511CV, 1/2 hp, 115 VAC, single phase, 60 Hz, two-wire motor, with 10-foot-long, extra-heavy-duty (SOOW) electrical cord with ground, terminating in a ClickTight-compatible male plug. The male plug shall be a glass-filled thermoplastic with a silicone gasket, 3-pole, and a max load of 13 amps at 240 volts. The pump shall include an internal check valve and shall be capable of delivering 18 gpm at a pressure of 14 feet and 10 gpm at 171 ft, with a shut-off head of 250 feet. When used in conjunction with a flow controller, the pump shall be capable of providing 5 gpm against a head of 190 feet. The pump shall be UL- and CSAlisted for use with Prelos. The pump liquid end must have a minimum 24-hour run-dry capability without water lubrication while submerged in water. The pump shall have a 1/8-inch bypass orifice to ensure flow circulation for motor cooling and to prevent air bind. The pump shall have a floating impeller design to protect against upthrust and to increase pump life. The pump's liquid ends must be repairable (by replacing impellers and/or diffusers) for better long-term cost of ownership. The motor must be rated for continuous use and frequent cycling, at least 300 cycles per day. The motor cable must be suitable for Class 1 and Division 1 and 2 applications. The pump shall be lightweight (less than 30 pounds) for easy removal and maintenance. The pump intake screen must be 1/8-inch mesh polypropylene. The pump shall have internal thermal overload protection and internal lightning protection. All pumps shall undergo 3-point (dead head, design flow, and design flow + 30%) wet testing at the factory to confirm performance.
- C. The discharge piping system shall be a hanging style, allowing for quick removal without unions. The discharge assembly shall be Orenco Systems, Inc. Model HDAS30125FCASLC hanging-style discharge assembly or Engineer-approved equal. Discharge assembly shall be 11/4-inch diameter and include an anti-siphon mechanism, flow control disk, and high-pressure reinforced EPDM flex hose with working pressure rating of 250 psi, 11/4-inch quick-disconnect, line check valve, and Schedule 80 PVC pipe.
- D. The high-pressure external flex hose shall be Orenco Systems, Inc. Model HVX125PR series or Engineer-approved equal. Hose shall be reinforced EPDM and constructed of a special elastomer compound with a working pressure of 250 psi. The high-pressure external flex hose connections shall be clamped with Oetiker® stainless steel, two-ear clamps or Engineer-approved equal.
- E. Float switches shall be mercury-free, Orenco Systems, Inc. Model MF2P with three mechanical float switches mounted on a PVC stem and attached to the filter. The float switches must be adjustable and must be removable without removing the pump vault. The float switch cords must terminate in a ClickTight-compatible male plug. The male plug shall be glass-filled thermoplastic with a silicone gasket, 2-pole, and rated for 1.0 amps at 120 VAC. The high-level alarm and ON/OFF function shall be preset as shown in the Engineer's plans. All float switches shall be rated for 1.0 amps at 120 VAC.
- F. The wiring connection system shall be Orenco Systems, Inc. ClickTight™ Model CLK-2-60 or Engineer-approved equal. The ClickTight must be pre-wired with 62 feet of direct burial PVC/nylon cable, with 14 AWG wire for the pump and 18 AWG wire for the float switches. The housing shall be UL-listed for wet locations and have four female plugs: three (3) capable of accepting the male plugs from the float switches and one (1) capable of accepting the male plug from the pump.
- G. Controls and alarms shall be listed per UL 508. Panels shall be repairable in the field without the use of soldering irons or substantial disassembly. For most single-family home applications, control panel shall be an Orenco Systems, Inc. Model S1-HR series with high water redundant ON/OFF feature, or Engineer-approved equal control panel that includes the following:

Standard Components:

1. Motor-Start Contactor: 120 VAC, 1hp, 17 FLA, 60 Hz, 2.5 million cycles at FLA (10 million at

- 50% of FLA)
- 2. Toggle Switch: Single-pole, double-throw HOA switch, 20 amps, 1 hp
- 3. Controls Circuit Breaker: 10 amps, OFF/ON switch, single-pole 120 VAC, DIN rail mounting with thermal magnetic tripping characteristics
- 4. Pump Circuit Breaker: 20 amps, OFF/ON switch, single-pole 120 VAC, DIN rail mounting with thermal magnetic tripping characteristics
- 5. Audio Alarm: 95 dB at 24 inches, warble-tone sound
- 6. Visual Alarm: 7/8-inch diameter red lens, "push-to-silence," UL Type 4X, 1-watt LED bulb, 120 VAC
- 7. Panel Enclosure: Measures 11.5 inches high x 9.3 inches wide x 5.4 inches deep, UL Type 4X rated or Type 3R when using a generator receptacle, constructed of UV-resistant fiberglass, stainless steel hinges and latch
- 8. S1-HR Panel Ratings: 120 VAC, 1 hp, 14 amps, single phase, 60 Hz

Optional Components:

- 1. Redundant Off Relay: 120 VAC, secondary off, sounds alarm on low-level condition, DIN rail mount
- 2. Pump Run Light: 7/8-inch green lens, UL Type 4X, 1-watt LED bulb, 120 VAC
- 3. Heater: Anti-condensation, self-adjusting (radiates additional wattage as temperature drops)
- 4. 3-Way (main, auto, off) manual transfer/disconnect switch
- 5. Generator Receptacle
- 6. Event Counter: 120 VAC, 6-digit, non-resettable
- 7. Elapsed-Time Meter: 120 VAC, 7-digit, non-resettable, limit of 99,999 hours, accurate to 0.01 hours
- 8. Larger Panel Enclosure (as required); size to be determined by Manufacturer

4.2 INSTALLATION

A. All pumping system components shall be installed in accordance with Manufacturer's recommendations, Engineer's plans, and all state and local regulations.

4.3 LOCATION

A. The entire Prelos Processor, including meander tank, fiberglass risers, ClickTightTM electrical connections for pumps and control floats, hanging pump discharge assembly, and passive self-cleaning Biotube® filter shall be an integrated package provided by a single manufacturer and designed to work together.

PART 5 FORCE MAIN COMPONENTS & TESTING

4.4 COMBINATION AUTOMATIC AIR/VACUUM RELEASE VALVE

The release valve shall be A.R.I. Model D-021 or Engineer-approved equal. Valve base shall be made of reinforced nylon and include a base O-ring seal constructed of Buna N rubber. Body shall be constructed of reinforced nylon, housing a foamed polypropylene float, and a stainless steel stem. Valve will also include a polypropylene elbow to expel air horizontally. Valve shall be corrosion resistant and operable with a minimum line pressure of 3 psig.

- A. Piping shall be Orenco Systems, Inc. Model ARA or Engineer-approved equal. Piping shall be constructed of Schedule 40 PVC and include a 2-inch diameter PVC isolation valve, a 3/4-inch diameter PVC ball valve for bypass, and a pressure gauge connection. All components shall be rated for 150 psi working pressure.
- B. Air-release assembly shall be enclosed in a 30-inch diameter access riser as manufactured by Orenco

Systems, Inc. or Engineer-approved equal. The material shall be FRP. Risers shall extend to 3 inches above the ground surface to allow for settlement and shall have a minimum nominal diameter of 30 inches. A 48 x 4-inch thick concrete apron shall be poured around the FRP riser. FRP access risers are not intended for traffic areas.

C. Lids shall be Orenco Systems, Inc. Model FLD30G DuraFiber™ lid or Engineer-approved equal, with green non-skid finish, provided with stainless steel bolts and wrench. The riser and lid combination shall be sealed for watertightness and able to support a 2,500-lb. wheel load.

4.5 MANUAL VALVES

The valve shall be Orenco Systems, Inc. Model ARA or Engineer-approved equal as listed above. Valves will include the following piping:

- A. Piping shall be constructed of Schedule 40 PVC and include a 2-inch diameter PVC isolation valve, a 3/4-inch diameter PVC ball valve for bypass, and a pressure gauge connection. All components shall be rated for 150 psi working pressure and allow the installation of a combination air/vacuum release valve.
- B. Manual valve assembly shall be enclosed in a 30-inch diameter access riser as manufactured by Orenco Systems, Inc. or Engineer-approved equal. The material shall be FRP. Risers shall extend to 2 inches above the ground surface to allow for settlement and shall have a minimum nominal diameter of 30 inches. A 48 x 48 x 4-inch thick concrete apron shall be poured around the FRP riser. FRP access risers are not intended for traffic areas.
- C. Lids shall be Orenco Systems, Inc. Model FLD30G DuraFiber™ lid or Engineer-approved equal, with green non-skid finish, provided with stainless steel bolts and wrench. The riser and lid combination shall be sealed for watertightness and able to support a 2,500-lb. wheel load.

4.6 FORCE MAIN TESTING

A. Contractor shall adhere rigorously to all hydrostatic testing procedures and requirements. Allowable AWWA leakages should be the maximum, not to be exceeded. Zero leakage is the goal.

The hydrostatic test procedure is as follows:

- 1. Fill the line with water to expel air.
- 2. Pressurize to the desired pressure at the lowest point.
- 3. Hold for two hours to \pm 5 psi of test pressure.
- 4. Accurately record time, pressure readings, and amount of leakage.
- 5. For further details, refer to AWWA C 600 Section 4.

Allowable Loss, Gal/Hr/1,000 Feet of Line

Test Pressure	3 in.	4 in.	6 in.	8 in.	10 in.	12 in.
150 psi	0.28	0.37	0.55	0.74	0.92	1.10
125 psi	0.25	0.34	0.50	0.67	0.84	1.01
100 psi	0.23	0.30	0.45	0.60	0.75	0.90

 $L = \underline{S D \sqrt{(P)}}$ 133,200

Where:

L = Allowable leakage for push-on or mechanical joints, gph*

S = Length of pipe tested, feet

D = Nominal pipe diameter, inches

P = Average test pressure, psi, at lowest location on test section

*Add 0.0078 gal./hour/inch of nominal valve size for each metal-seated gate valve pumped against.

- B. Portions of the line that are critical or suspect should be left exposed throughout the hydrostatic test to allow visual inspection. Leaks detected visually should be repaired regardless of test results. The use of dye during initial filling and testing of a mainline section makes isolating leaks much easier, especially in areas with high ground water.
- C. Check valve failure in service lines is difficult to diagnose and may misrepresent mainline integrity. Therefore, service line connections should remain closed until mainline testing has been completed. Accurate records must be kept to assure all service line connections have been opened after the mainline system has been approved.
- D. Testing long segments of line should be avoided whenever possible. A lengthy segment of line may pass the leakage test, yet still have an isolated leak that is excessive, and which could prove to be a problem later. Testing shorter segments of line reduces this possibility and more readily isolates any leaks. The most common recommendation is to limit the test length to 12,000/D, where D is the diameter in inches and the length of the segment is in feet.
- E. Because air escapes from pipelines more rapidly than does liquid, it is important that all air is purged from a section of line prior to hydrostatic testing. Failure to do so may give misleading test results, possibly causing the section of line to appear to fail the test.

PART 5 OPERATION AND MAINTENANCE

5.1 OPERATION AND MAINTENANCE MANUAL

Manufacturer shall provide two (2) operation and maintenance manuals: one (1) to be sent to Owner, and one (1) to be sent to Engineer. Operation and maintenance manuals shall include a signed copy by Inspector of APPENDIX A, "PRELOSTM SEWER INSTALLATION CHECKLIST," for each PrelosTM sewer installation.

5.2 SPARE PARTS

Contractor shall provide spare parts in accordance with the following schedule:

- A. One (1) spare pump
- B. Four (4) spare floats
- C. Two (2) anti-siphon valves
- D. One (1) 10-amp circuit breaker
- E. One (1) 20-amp circuit breakers
- F. One (1) Motor Start Contactor

5.3 OPERATION AND MAINTENANCE TOOLS

- A. Scum Measuring Device: Contractor shall provide a minimum of one (1) scum measuring utility gauge. The gauge shall be a minimum of 3/8-inch diameter and have an incremental scale for measuring scum levels. The rod shall be bent at a 90-degree angle at the base to aid in identifying the scum "by feeling." The gauge shall be Orenco Systems, Inc. Model SMUG or Engineer-approved equal.
- B. Sludge Measuring Device: Contractor shall provide a minimum of one (1) Sludge Judge Ultra or Engineer-approved equal. Unit shall be constructed of polycarbonate treated with an ultraviolet stabilizer, durable in cold temperatures, and able to withstand heat up to 280° F. The measuring device shall be ³/₄-inch diameter and marked with tape to designate 1-foot increments.
- C. Biotube Cartridge Cleaning Brush: Contractor shall include a minimum of one (1) Biotube cartridge

- cleaning brush. Brush shall be Orenco Systems, Inc. Model OM-BIOTUBE BRUSH or Engineer-approved equal for cleaning Biotube pump vault filter cartridges.
- D. Hanging Discharge Removal Hook: Contractor shall include a minimum of one (1) Hanging Discharge Removal Hook. Hook shall be Orenco Systems, Inc. Model OM-HDA-TOOL or Engineer-approved equal for removing hanging pump assemblies from vaults.

END OF SECTION

PART 5A Product Cut Sheets/ Material Data/ Tech Data Submittals

Contractor shall identify major components to be used on the project, enter the required information on the forms provided, and attach the manufacturer's documentation to the forms. Additional copies of the forms may be made and attached as needed. Products provided by the Chehalis Tribe are not required to be identified or placed on the list by the Contractor.

Major components are the items that make up the majority of the installation from the piping and fittings through valves and major components. Electrical items beyond the norm should be included.

	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
1			
2			
3			
4			
5			
6			
7			
8			

	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
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	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
17			
18			
19			
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21			
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	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
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	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
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	Item Description	Contractor Indicate: Type, Model Number, Manufacturer, Etc.	Approved/Rejected and Date
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Addenda No. 1 to the Contract Documents for the Petoie and Fern Wastewater Collection System Improvements Project

Indian Health Service (IHS) Requirements

The following provisions are added onto the Contract Documents, prepared by Fuller Designs and the Confederated Tribes of the Chehalis Reservation.

- 1. The Confederated Tribes of the Chehalis Reservation (Tribe) has full responsibility for compliance with and enforcement of the contract. This is not a federal contract.
- **2.** IHS Role in the Contract
 - a. There shall be no contractual relationship either implied or express between the IHS and the contractor or any subcontractor at any tier.
 - b. The IHS is serving as a technical advisor and providing construction inspection to the Tribe.
 - c. IHS representatives shall be afforded access to the site at all times during the construction period to observe the work and determine if the work conforms to the intent of the design.
 - d. IHS representatives shall not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
 - e. IHS representatives do not have authority to obligate the Tribe to changes in the terms of the contract nor to act as an agent of the Tribe in any manner. Inspections conducted by IHS representatives shall be for the sole benefit of the IHS and the Tribe and shall not relieve the contractor of any contract requirements.
 - f. IHS representatives will participate in the Final Inspection.
- **3.** Contractor and all subcontractors are required to comply with the following sections of the Contract Work Hours and Safety Standards Act (CWHSSA):
 - a. Section 103: Minimum 150% pay is required for overtime work on federal contracts.
 - b. Section 107: Contractors and subcontractors are prohibited from requiring employees to work in unsanitary, hazardous, or dangerous conditions.
- **4.** The minimum percentage of work to be performed by the prime contractor is 33-1/3% (one third).
- **5.** Contractor and all subcontractors are required to comply with all applicable environmental laws and EPA regulations including Executive Order (EO) 11738: *Providing for Administration Of The Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans.*

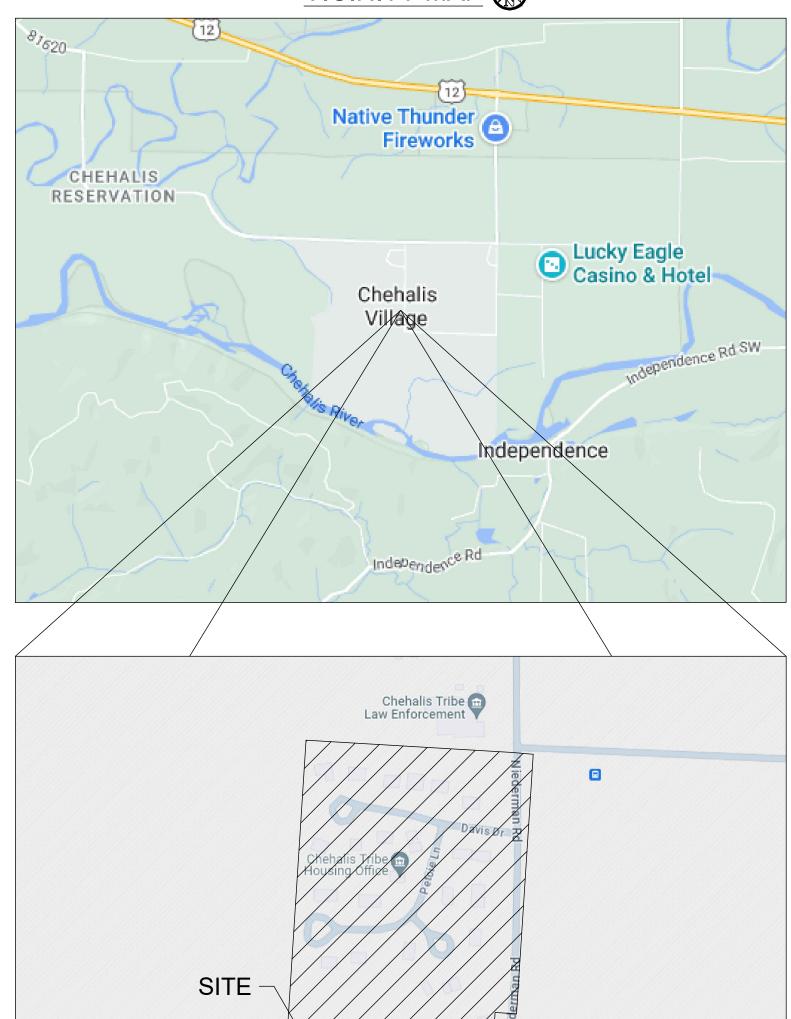
PART 6 CONTRACT DRAWINGS

PROJECT INFORMATION: **ABBREVIATIONS:** APPLICANT: CONFEDERATED TRIBES OF THE CHEHALIS ASPHALT CONCRETE BCR **BEGIN CURB RETURN** RESERVATION (BRIAN VON CLÜCK) BM BENCHMARK 6 NIEDERMAN RD **BVCS** BEGIN VERTICAL CURVE STATION OAKVILLE, WA 98536 **BCVE BEGIN VERTICAL CURVE ELEVATION** BUILDING SITE ADDRESS: 21 PETOIE LN CATV **CABLE TELEVISION** OAKVILLE, WA 98568 CB **CATCH BASIN CENTERLINE** SITE SOILS: (3203) GRANDMOUND GRAVELLY SANDY LOAM CL **CORRUGATED METAL PIPE** CO **GRADING: CLEAN OUT** N/A± CY CUT CY CUBIC YARD N/A± CY FILL **DEGREES DIAMETER SURVEY INFORMATION: ELECTRICAL** END CURB RETURN ECR **BASIS OF BEARING ELEVATION** EOP **EDGE OF PAVEMENT** NAD 1983 STATE PLANE WA SOUTH (US FT) EOG EDGE OF GRAVEL **EVCS END VERTICAL CURVE STATION** BASIS OF ELEVATION **EVCE END VERTICAL CURVE ELEVATION** EXISTING NVD 88, US FEET FINISH FLOOR FINISH GRADE FIRE HYDRANT **GEOTECHNICAL INFORMATION:** FLOW LINE FORCE MAIN GEOTECHNICAL DATA COMES FROM NRCS - WEB SOIL SURVEY GAS **GRADE BREAK TOPOGRAPHIC INFORMATION:** GAS METER **GATE VALVE** TOPOGRAPHIC INFORMATION DEPICTED IN THESE DRAWINGS WAS HIGH DENSITY POLYETHYLENE PROVIDED BY INDIAN HEALTH SERVICE. TOPOGRAPHIC INFORMATION **HIGH POINT** WAS NOT FIELD VERIFIED BY FULLER DESIGNS. **INVERT ELEVATION** CALCULATED CURVE VALUE **LEGEND** LENGTH LENGTH VERTICAL CURVE LINEAR FEET **EXISTING** PROPOSED LEFT METER **BUILDING FOOTPRINT** МН MAN HOLE MECHANICAL JOINT MJ **BUILDING SETBACK** NOT A PART OF PROJECT CONTOUR LINE (MAJOR) NORMALLY CLOSED NOT FOR CONSTRUCTION NO NORMALLY OPEN OHP OVER HEAD POWER POWER POINT OF CURVATURE POINT OF INTERSECTION ----- DEMOLISHED, ABANDONED, OR REMOVED PROPERTY LINE EASEMENT POINT OF BEGINNING POINT OF CONNECTION **EDGE OF PAVEMENT** POINT OF REVERSE CURVATURE POINT OF TANGENCY --- - EDGE OF GRAVEL POLY-VINYL CHLORIDE - X - X - X - X - FENCE RADIUS REINFORCED CONCRETE PIPE ROOF DRAIN RELEASED FOR CONSTRUCTION ROW RIGHT OF WAY —GB── −GB──GB── GRADE BREAK REDUCED PRESSURE BACKFLOW ASSEMBLY SLOPE ---- LOT LINE SQUARE FOOT STORM DRAIN PROJECT BOUNDARY SANITARY SEWER RIGHT-OF-WAY STORM STATION ----- ROAD CENTERLINE **SIDEWALK TELEPHONE** —-—- ROAD CUT LINE TRUST BLOCK —SS—— SS—SS— SANITARY SEWER PIPE TOP OF CURB/CONCRETE TEMPORARY EROSION AND SEDIMENT CONTROL —ST—— ST——ST— STORM PIPE TG TOP OF GRATE SIDEWALK TYP **TYPICAL** UGP UNDERGROUND POWER —SF——SF—— SILT FENCE WATER —UE—— UE—UE— UNDERGROUND ELECTRIC WATER METER WATER VALVE OE OE OVERHEAD ELECTRIC **APPROXIMATELY** —OT —OT —OT — TELECOMMUNICATION PERCENT DELTA — W — — — W — WATER **SYMBOLS** HATCH PROPOSED DESC. EXISTING PROPOSED DESC. **EXISTING** AIR RELEASE ASSEMBLY **AC PAVEMENT** 00 00 **BLOW-OFF ASSEMBLY** CATCH BASIN СВ СВ GRAVEL **CLEAN OUT** CONCRETE **ELECTRICAL CABINET** LANDSCAPE / GRASS AREA FIRE HYDRANT ILLUMINARE & POLE **EX DRAINFIELD** LIFT STATION ORENCO PRELOS TANK POWER METER POWER VAULT SANITARY SEWER MANHOLE SANITARY SEWER METER SANITARY SEWER VALVE STREET SIGN SURFACE FLOW TREE UTILITY POLE P WATER METER

CHEHALIS PETOIE & FERN DRIVE

IHS PROJECTS PO-21-N18 & PO-22-N43 **SECTION 03 TOWNSHIP 15N RANGE 4W** CHEHALIS VILLAGE WASHINGTON

VICINITY MAP



DRAWING CONTENTS:

C4.3 - PANEL & BREAKER DETAILS

C4.4 - PANEL & BREAKER DETAILS

C4.5 - PANEL & BREAKER DETAILS

WATER VALVE

C0.1 - CIVIL COVER C1.1 - OVERALL SITE NEW CONSTRUCTION PLAN C1.2 - DEMOLITION & EROSION CONTROL PLAN C1.3 - RESTORATION PLAN & DETAILS C1.4 - MBR DECOMMISSIONING PLAN C1.5 - MBR DECOMMISSIONING PLAN C2.1 - SS PLAN & PROFILE STA 0+90 - 5+55 C2.2 - SS PLAN & PROFILE STA 5+55 - 10+30 C2.3 - SS PLAN & PROFILE STA 10+30 - 15+10 C2.4 - SS PLAN & PROFILE STA 15+10 - 19+30 C2.5 - SS PLAN & PROFILE STA 19+30 - 23+50 C3.1 - COMMUNITY PUMP PLAN & LAYOUT C3.2 - COMMUNITY PUMP ELECTRICAL PLAN" C4.1 - SS NOTES & DETAILS C4.2 - SS NOTES & DETAILS

APPROVED FOR CONSTRUCTION PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT APPROVAL EXPIRES:

Secena Rd

PROJECT SPECIFICATIONS:

THE WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD. BRIDGE AND MUNICIPAL CONSTRUCTION, 2024 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) (HEREAFTER "STANDARD SPECIFICATIONS")

ALSO INCORPORATED INTO THESE CONTRACT DOCUMENTS BY

- A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
- B. SAFE DRINKING WATER ACT, S.R.F.
- C. AMERICAN IRON AND STEEL STANDARDS

D. CHEHALIS TRIBAL CODES

EDITIONS OF THE AFOREMENTIONED STANDARDS, CURRENT AS OF THE DATE OF CONTRACT ACCEPTANCE, SHALL BE USED.

CONTRACTOR SHALL OBTAIN COPIES OF THESE PUBLICATIONS AT CONTRACTOR'S OWN EXPENSE.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, TRANSPORTATION, SUPPLIES, AND INCIDENTALS REQUIRED TO COMPLETE ALL WORK SHOWN ON THESE DRAWINGS. ONCE WORK IS COMPLETED, CONTRACTOR SHALL OBTAIN ACCEPTANCE BY THE TRIBE AND PROJECT ENGINEER.

THE INTENT OF THESE DRAWINGS IS TO PRESCRIBE A COMPLETE PROJECT. OMISSIONS FROM THE DRAWINGS OF DETAIL OF WORK WHICH IS NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING THE OMITTED WORK.

ANY PROPOSED ALTERATIONS BY THE CONTRACTOR AFFECTING THE REQUIREMENTS AND INFORMATION IN THESE DRAWINGS SHALL BE IN WRITING AND WILL REQUIRE APPROVAL OF THE ENGINEER AND

RECORD DRAWINGS:

FULLER DESIGNS IS REQUIRED BY THE TRIBE TO PROVIDE RECORD DRAWING CERTIFICATION PRIOR TO FINAL TRIBE ACCEPTANCE, FULLER DESIGNS WILL NOT CERTIFY RECORD DRAWINGS WITHOUT INSPECTION OF BELOW GRADE UTILITIES AND STRUCTURES. PRIOR TO BACKFILLING, CONTRACTOR SHALL NOTIFY FULLER DESIGNS OF NECESSARY INSPECTIONS.

CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD AND NOTIFY ENGINEER OR INSPECTOR OF INCONSISTENCIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL MAINTAIN ONE SET OF THE CONTRACT DRAWINGS THAT SHALL INCLUDE: ANY ALTERATIONS OR LOCATION OF UNDERGROUND UTILITIES ENCOUNTERED DURING THE PROGRESS OF THE PROJECT, ANY ALTERATIONS MADE TO THE IMPROVEMENTS BEING INSTALLED. MARKED DRAWINGS SHALL BE CLEAR AND LEGIBLE. DRAWINGS SHALL BE MARKED "RECORD DRAWINGS" AND SHALL BE SUBMITTED TO THE ENGINEER UPON PROJECT COMPLETION.

CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY THROUGHOUT PROJECT EXECUTION AND NOT BE LIMITED TO WORKING HOURS. CONTRACTOR SHALL PROGRESS WORK IN A MANNER THAT SHALL INDEMNIFY AND HOLD FULLER DESIGNS HARMLESS FROM ALL LIABILITY IN CONNECTION WITH CONTRACTOR'S PERFORMED WORK.

REMOVAL OF UNSUITABLE MATERIALS:

IF UNSUITABLE MATERIALS AS DEFINED BY THE STANDARD SPECIFICATIONS ARE ENCOUNTERED, THIS MATERIAL SHALL BE REMOVED TO THE DEPTH REQUIRED BY THE ENGINEER OR INSPECTOR AND REPLACED WITH SUITABLE MATERIAL.

UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND HAULED TO A WASTE SITE OBTAINED BY THE CONTRACTOR. PRIOR TO REMOVAL, CONTRACTOR SHALL NOTIFY PROJECT OWNER SO MEASUREMENT/PAYMENT CAN BE MADE PER TON OF UNSUITABLE MATERIAL REMOVED.

EROSION CONTROL NOTE:

EROSION CONTROL MEASURES ARE NOT LIMITED TO THE ITEMS ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES. NO SILTATION OF EXISTING OR PROPOSED DRAINAGE STRUCTURES WILL BE PERMITTED. CARE SHALL BE TAKEN TO PREVENT MIGRATION OF SOILS TO ADJACENT PROPERTIES. DISTURBED EARTH SHALL BE STABILIZED AS REQUIRED BY THE STANDARD SPECIFICATIONS. INDIVIDUAL DESIGNATED TO MONITOR EROSION CONTROL FACILITIES DURING CONSTRUCTION SHALL HAVE CESCL CERTIFICATION.

GENERAL NOTES:

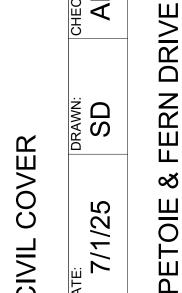
CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH ADJACENT PROPERTY OWNERS. DRIVEWAYS AND UTILITY SERVICES SHALL REMAIN ACCESSIBLE AT ALL TIMES.

AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL PRE-CONSTRUCTION STATE OR BETTER UPON COMPLETION OF WORK.

ANY DESIGN CHANGE(S) MADE TO THE PLANS BY OUTSIDE PARTIES (INCLUDING JURISDICTIONS, CITIES, AND COUNTIES), SAID PARTIES WILL BE HELD RESPONSIBLE FOR ANY LIABILITIES THAT MAY OCCUR DUE TO CHANGE(S).

UTILITIES LOCATE NOTE:

EXISTING UTILITIES LOCATION SHOWN IN THIS PLAN SET IS BASED ON INFORMATION OBTAINED FROM VARIOUS RECORDS RESEARCH, ASBUILT DATA, AND FIELD MEASUREMENTS. FULLER DESIGNS ASSUMES NO RESPONSIBILITY FOR EXACT LOCATION OF UTILITIES EITHER SHOWN OR NOT SHOWN IN THESE DRAWINGS. CONTRACTOR SHALL VERIFY THE EXACT SIZE, DEPTH, LOCATION, AND ARRANGEMENT OF ALL UTILITIES PRIOR TO CONSTRUCTION. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CALL UNDERGROUND WATER & WASTEWATER LOCATE FROM TOM HAYDEN, CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION UTILITIES MANAGER, AT (360) 709-1856 PRIOR TO PERFORMING CONSTRUCTIONS ACTIVITIES.

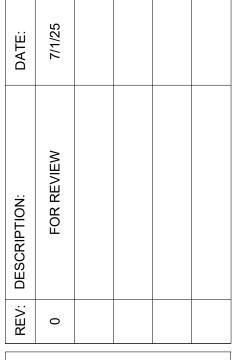


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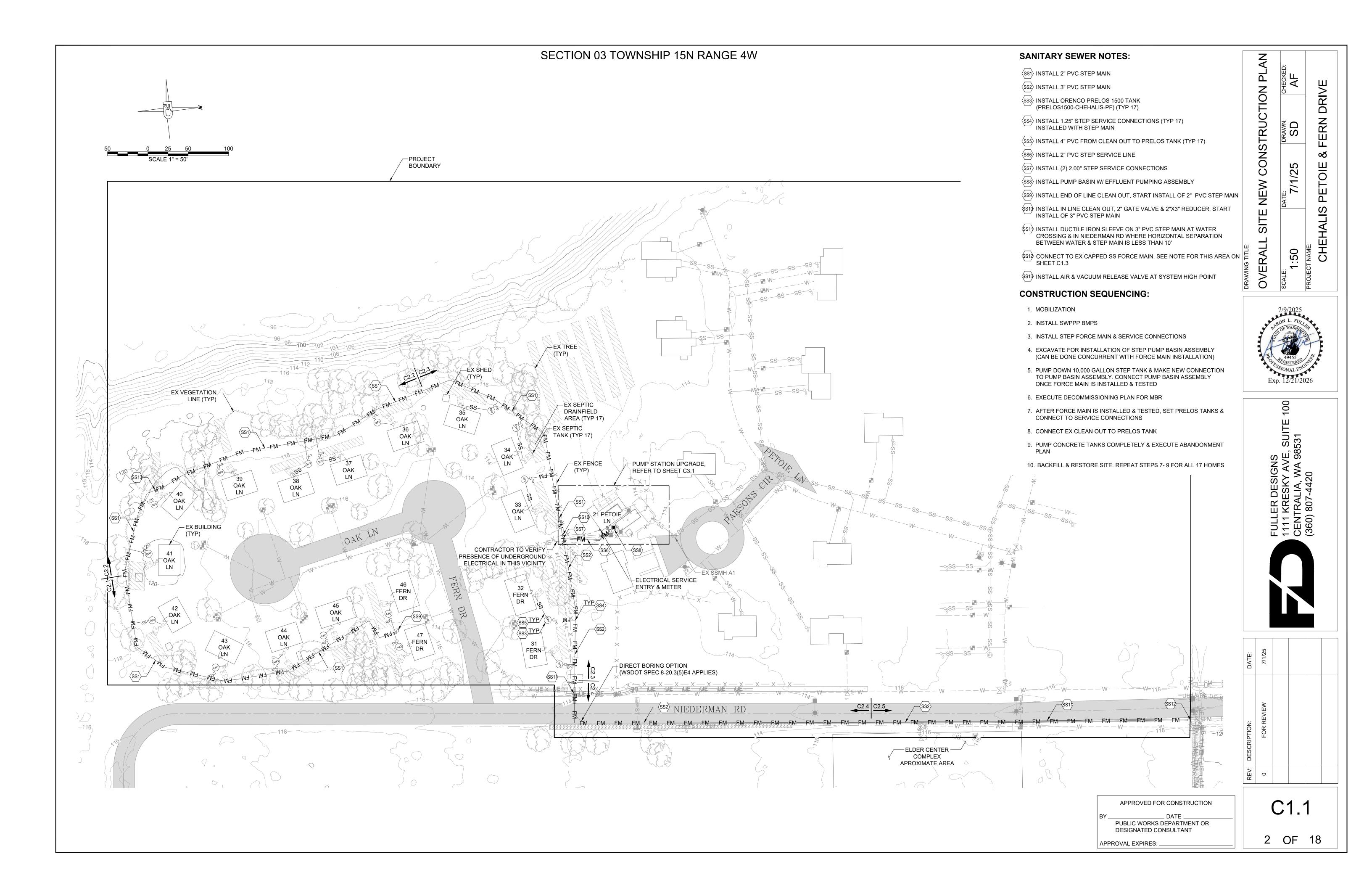


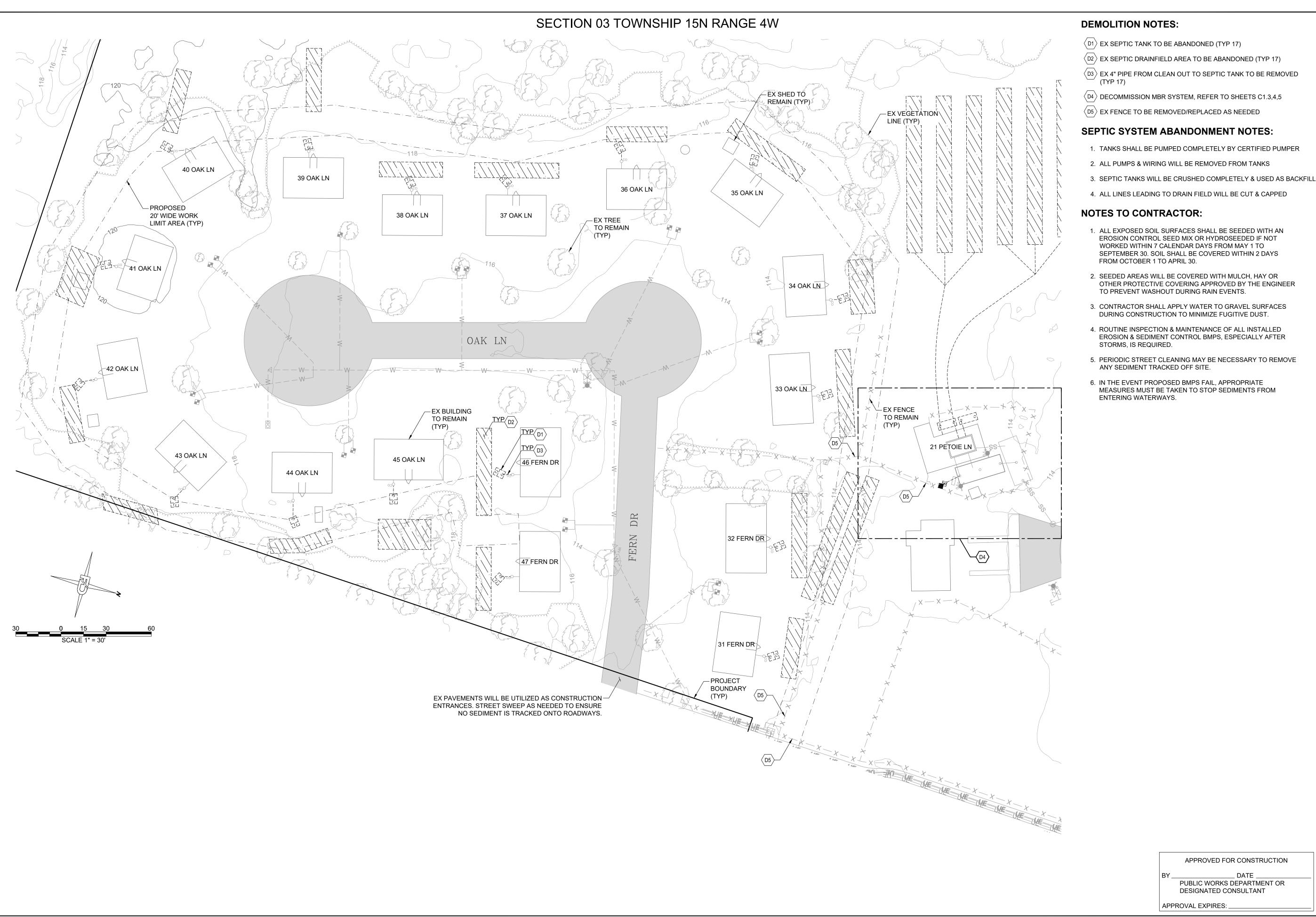
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PLAN

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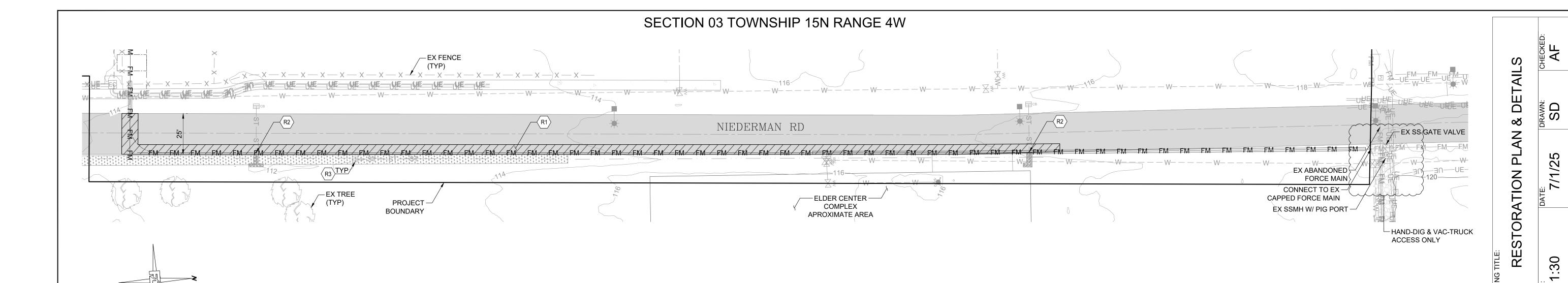
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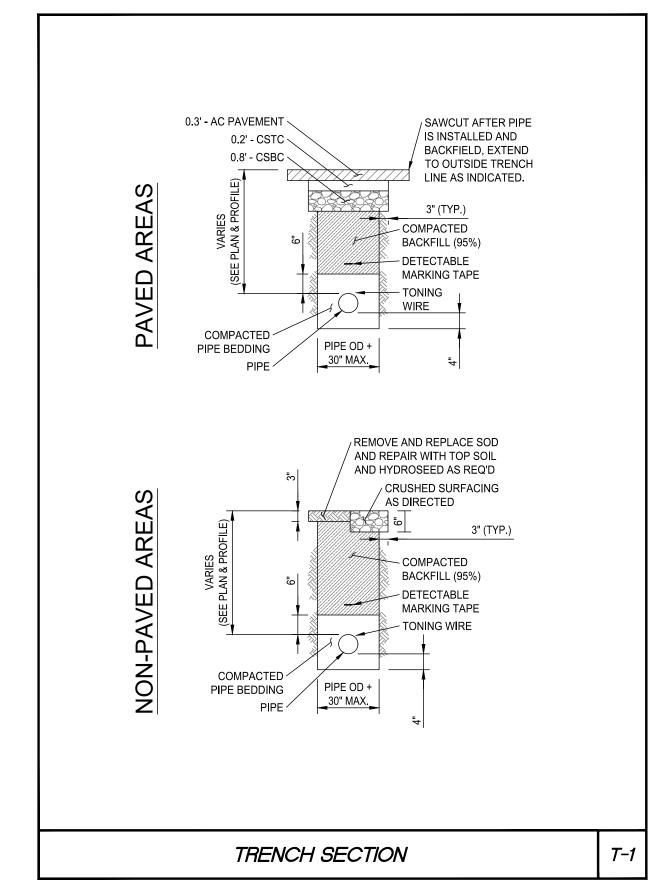
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REV: DESCRIPTION:	FOR REVIEW		
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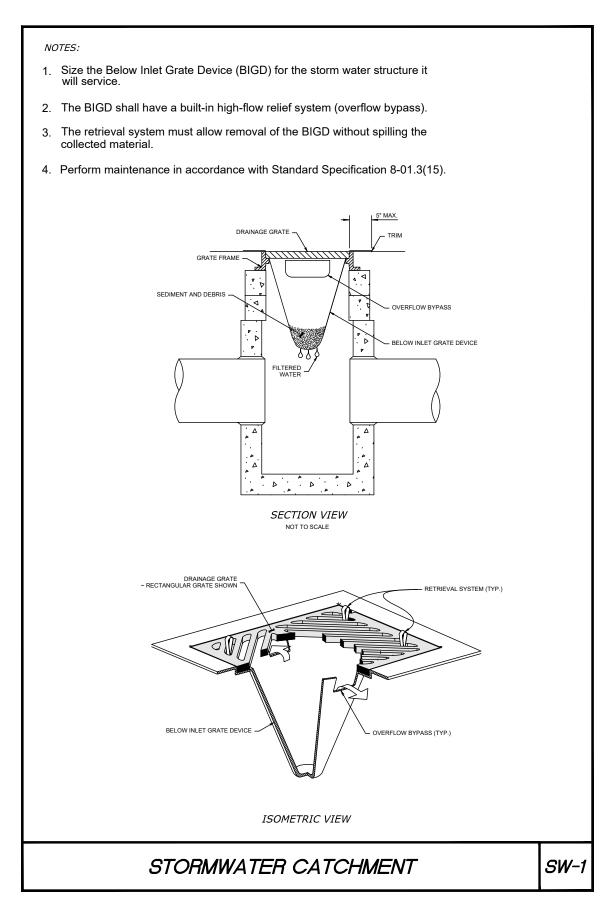
C1.2

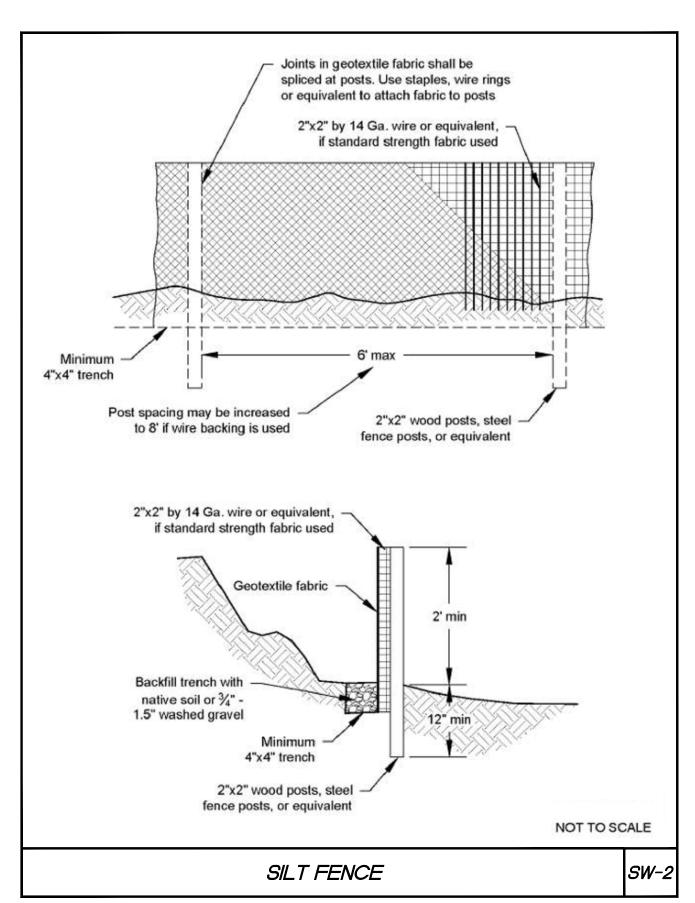


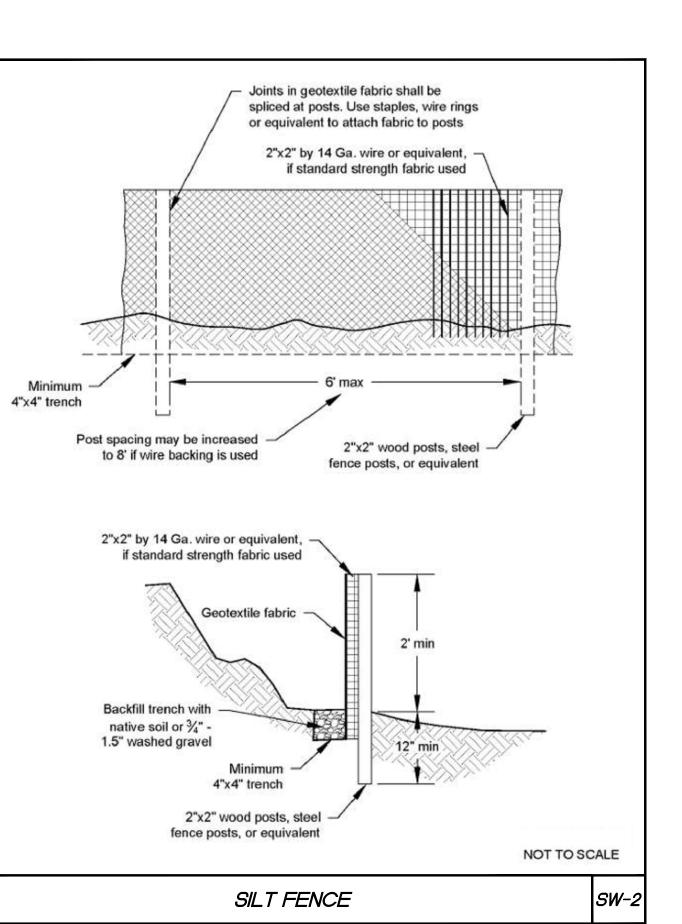
RESTORATION PLAN NOTES:

- AC PAVEMENT STREET TO BE SAWCUT, TRENCHED & RESTORED PER DETAIL T-1, THIS SHEET
- POTHOLE FOR STORM CROSSING, USE SILT FENCE AS REQUIRED PER DETAIL SW-2, THIS SHEET
- $\langle {
 m R3}
 angle$ STORMWATER CATCH BASIN PROTECTION PER DETAIL SW-1, THIS SHEET











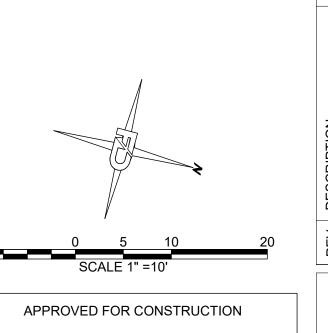
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DATE _ PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT APPROVAL EXPIRES:

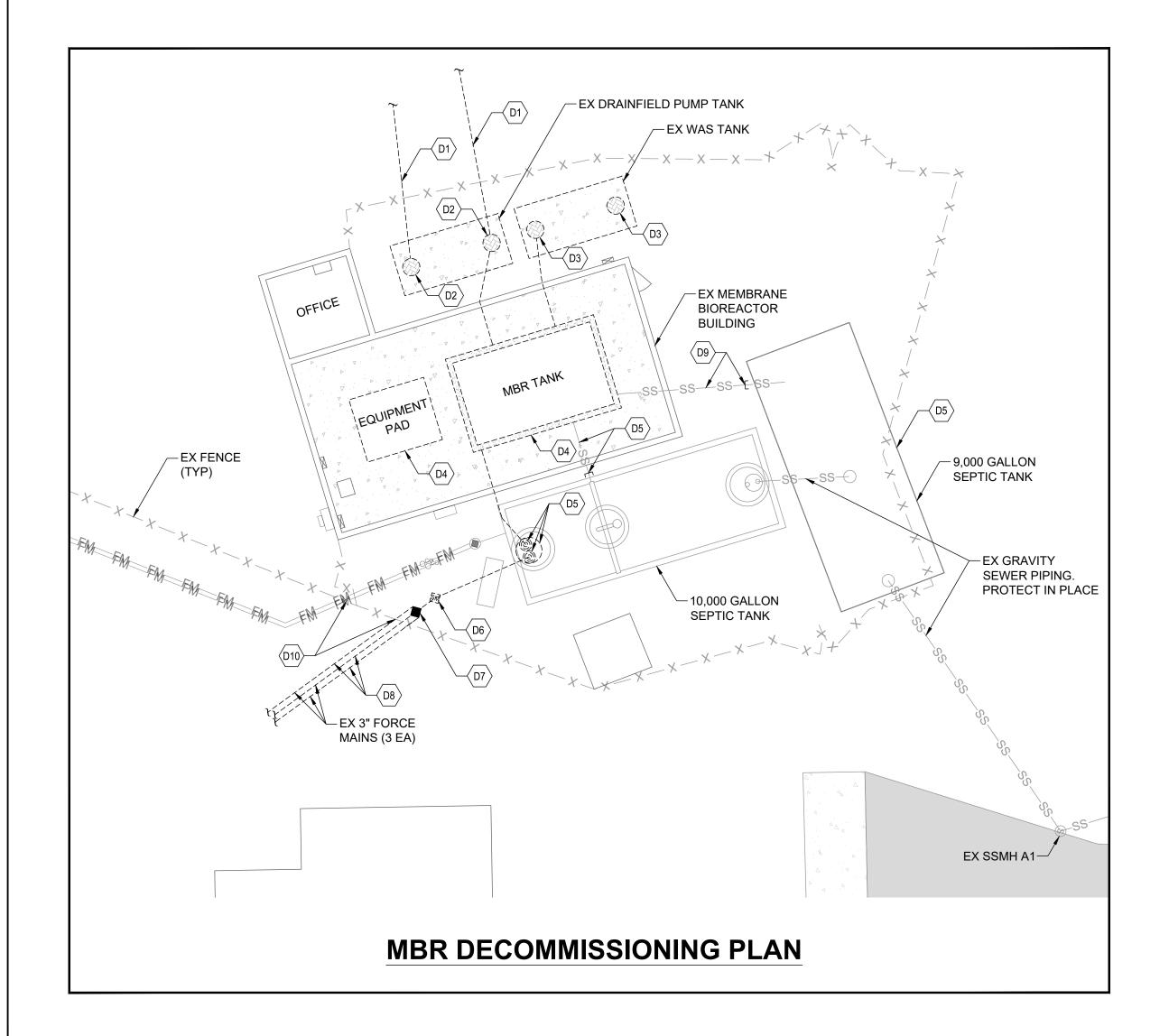
C1.3

MBR DECOMMISSIONING PLAN NOTES:

- D1 DRAINFIELD PIPES SHALL BE CUT & CAPPED
- D2 DRAINFIELD PUMP TANK SHALL BE ABANDONED ACCORDING TO NOTES & SPECIFICATIONS
- WASTE ACTIVATED SLUDGE (WAS) TANK SHALL BE ABANDONED ACCORDING TO NOTES & SPECIFICATIONS
- MBR TANK & EQUIPMENT PAD LOCATED IN BUILDING SHALL BE ABANDONED ACCORDING TO NOTES & SPECIFICATIONS
- (D5) 9,000 & 10,000 GAL SEPTIC TANKS TO REMAIN; HOWEVER, ALL PUMPS, WIRING & ASSOCIATED ASSEMBLIES WILL BE REMOVED FROM TANKS
- $\langle D6 \rangle$ SS METER TO BE REMOVED ACCORDING TO SPECIFICATIONS
- $\langle {
 m D7} \rangle$ DISTRIBUTION MANIFOLD TO BE REMOVED ACCORDING TO SPECIFICATIONS
- D8 EX 3" FORCE MAINS (3 EA) SHALL BE CUT & CAPPED ACCORDING TO SPECIFICATIONS
- D9 CUT, CAP, & PLUG EX GRAVITY MBR FEED LINES. ABANDONED LINES BETWEEN INLET & MBR TANK SHALL BE FILLED WITH CDF
- (D10) EX FENCE SHALL BE REMOVED & REPLACED AS NEEDED TO FACILITATE CONSTRUCTION

SEPTIC SYSTEM ABANDONMENT NOTES:

- 1. ALL PUMPS, WIRING & ASSOCIATED ASSEMBLIES WILL BE REMOVED FROM TANKS
- 2. SEPTIC TANKS WILL BE REMOVED COMPLETELY OR CRUSHED COMPLETELY
- 3. ALL LINES LEADING TO DRAIN FIELD WILL BE CUT & CAPPED
- 4. DECOMMISSIONING OF MBR SYSTEM SHALL BE IAW TECHNICAL SPECIFICATION SECTION 02 41 19 SELECTIVE DEMOLITIONS



DECOMMISSIONING / ABANDONMENT NOTES:

- 1. ALL EQUIPMENT SHALL BE STAGED OUTSIDE THE BUILDING AFTER REMOVAL TO ALLOW THE TRIBE TO INSPECT & DETERMINE IF THEY WANT TO SALVAGE. IF NOT IDENTIFIED BY TRIBE AS SALVAGE, ALL EQUIPMENT & MATERIALS REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR & SHALL BE DISPOSED OF IN ACCORDANCE WITH STATE & FEDERAL REQUIREMENTS.
- 2. THE CONTRACTOR SHALL REMOVE ALL EXISTING PUMP WIRING, CONDUITS, CONTROL PANELS, METERING & MONITORING EQUIPMENT, MISCELLANEOUS PIPING, & EQUIPMENT ASSOCIATED WITH THE MBR TREATMENT SYSTEM.
- 3. THE CONTRACTOR SHALL REMOVE ALL TREATMENT, MISCELLANEOUS EQUIPMENT, & PIPING FROM THE MBR TANK, WAS TANK, & DRAINFIELD PUMP TANK.
- 4. ALL ELECTRICAL PANELS, TRANSFORMER WIRING, & APPURTENANCES ASSOCIATED WITH BUILDING LIGHTING, AS WELL AS ELECTRICAL OR ANY OTHER ITEM IDENTIFIED TO REMAIN, SHALL BE PROTECTED DURING DEMOLITION.
- 5. ALL EXPOSED ENDS OF PIPING & ELECTRICAL CONDUIT SHALL BE PLUGGED OR CAPPED. ANY VOID IN CONCRETE SURFACES CAUSED BY DEMOLITION SHALL BE FILLED WITH GROUT.
- 6. THE CONTRACTOR SHALL DISPOSE OF THE CONCRETE LID FROM THE EXISTING MBR TANK. THE CONCRETE FLOOR SHALL BE SAWCUT THEN THE CONCRETE TANK WALLS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN 3" BELOW THE BOTTOM OF THE FLOOR SLAB & CAN BE USED TO FILL THE REMAINING TANK. CONTRACTOR SHALL FILL THE REMAINING TANK 4" BELOW THE TOP OF THE FLOOR SLAP. TANK FILL MATERIAL SHALL BE CRUSHED SURFACING TOP COURSE COMPLYING WITH SECTION 9-03.9(3). ALTERNATIVELY CONTROL DENSITY FILL MAY BE USED TO MINIMIZE VOID POCKETS & PLUG ABANDONED FEED LINES.
- 7. THE CONTRACTOR SHALL REPAIR THE FLOOR WITH A 4" DEEP CONCRETE PATCH WITH A STEEL TROWEL FINISH. EXPANSION JOINTS SHALL BE INSTALLED ALONG ALL FOUR SIDES OF THE REPAIR, #4 REBAR REINFORCEMENT SHALL BE INSTALLED MID DEPTH ON 12 INCH CENTERS BOTH WAYS, & TOOLED CONTRACTION JOINTS SHALL BE INSTALLED ON A 10' MINIMUM SPACING OR AN EQUAL SQUARE PATTERN. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 6- 02.3(2) COMMERCIAL CONCRETE.

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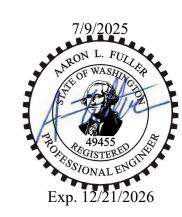
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MBR DECO

SCALE:



FULLER DESIGNS 1111 KRESKY AVE, SUITE 1 CENTRALIA, WA 98531 (360) 807-4420

REV: DESCRIPTION: DATE:

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APPROVED FOR CONSTRUCTION

Y ______ DATE ____ PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT

APPROVAL EXPIRES:

C1.4

TRANSFORMER & ELECTRIC PANEL B





TRANSFORMER & 100 AMP PANEL BOX TO REMAIN

ALONG WITH FOLLOWING CIRCUITS

BKR # - DESCRIPTION

1 & 3 - SERVICE DISCONNECT

- EXHAUST FAN - COMPUTER IN OFFICE

- RECP BELOW PANEL

- W WALL & OFFICE RECP

- LIGHTS 8 - E WALL RECP

REMOVE FOLLOWING CIRCUITS

BKR # - DESCRIPTION

9 - PLC PANEL (PWR) 10 & 12 - DRAIN FIELD PUMP 1

11 & 13 - SEWAGE PUMP PANEL PUMP 1

14 & 16 - DRAIN FIELD PUMP 2

15 & 17 - SEWAGE PUMP PANEL PUMP 2

18 - DRAINFIELD CONTROL

ELECTRIC PANEL A



200 AMP PANEL BOX TO REMAIN

ALONG WITH FOLLOWING CIRCUITS

BKR # - DESCRIPTION 20 & 22 & 24 - 3 Φ HEAT RECP

REMOVE FOLLOWING CIRCUITS

BKR # - DESCRIPTION 26 & 28 & 30 - PLC / MBR PANEL

WAS & DRAIN FIELD PUMP TANK



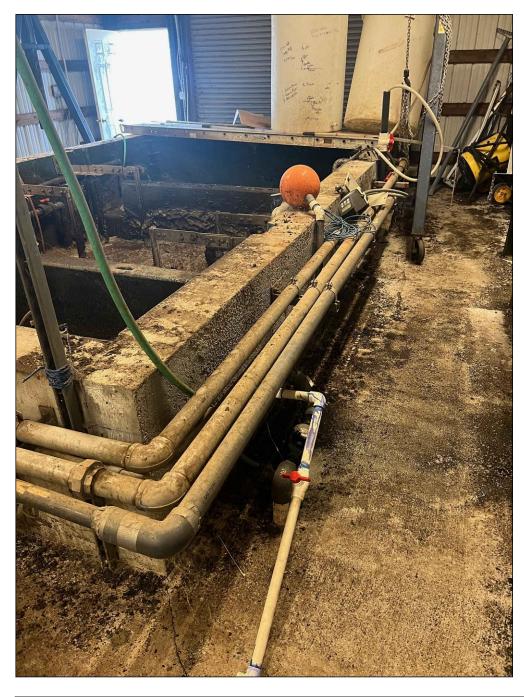
WAS & PUMP TANK EQUIPMENT LIST

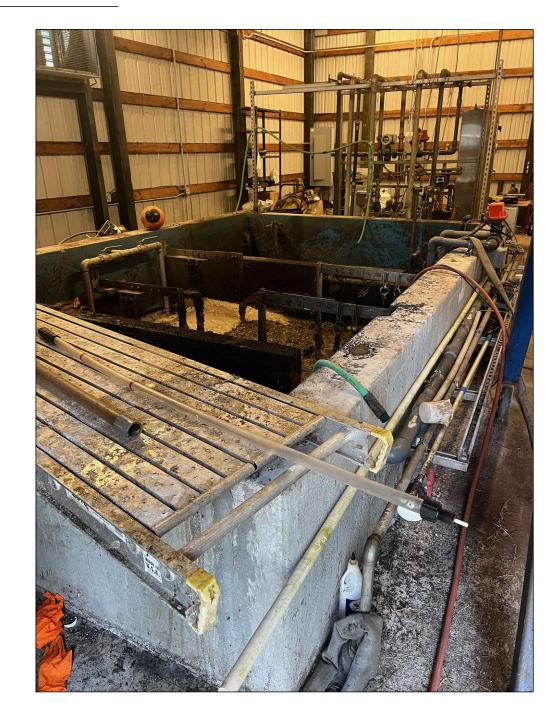
WAS TANK - 3,500 GAL TANK WITH 2 CHAMBERS; (1) WASTE ACTIVATED SLUDGE BASIN - PIPING

(2) EQUALIZATION BASIN - PIPING W/ FINE SCREEN FILTERS

DRAIN FIELD PUMP TANK - 3,500 GAL TANK SINGLE CHAMBER W/ 2 EA 3/4 HP PUMPS (1 AT EACH END OF TANK), FLOAT TREE, & SPLICE BOX. (LIST IS NOT ALL INCLUSIVE)

MBR TANK

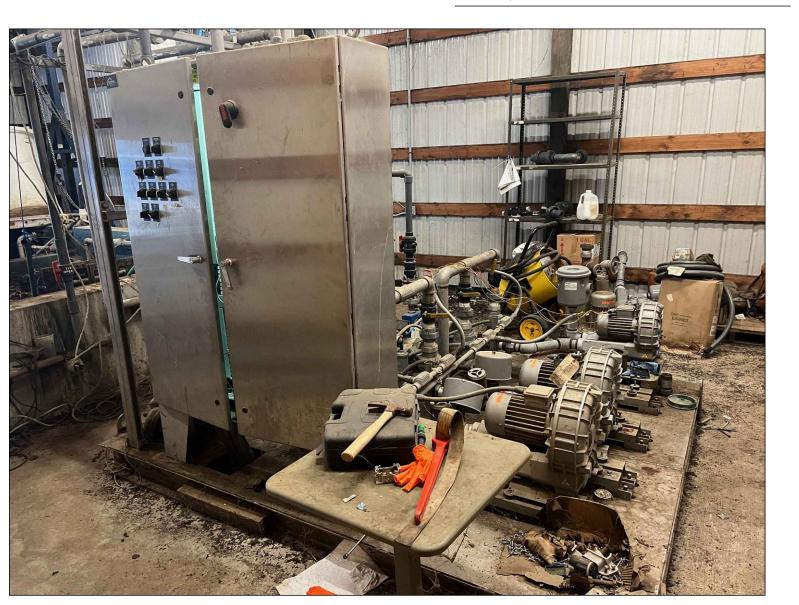




MRB TANK (3 BASINS) EQUIPMENT LIST

PRE-AIR BASIN - PRE-AIR PIPING & MANIFOLD MBR BASIN - MBR PIPING & MEMBRANE FILTERS ANOXIC BASIN - FLOAT TREE, MIXER, RECYCLE PUMPS (2 EA) (LIST IS NOT ALL INCLUSIVE)

EQUIPMENT PAD





EQUIPMENT PAD EQUIPMENT LIST

CONTROL PANEL W/ PLC & MCC PANELBOARDS MBR BLOWERS (2 EA), PRE-AIR BLOWERS (2 EA) PERMEATE PUMPS (2 EA), SKID & MOUNTING BRACKETS (LIST IS NOT ALL INCLUSIVE)

APPROVED FOR CONSTRUCTION

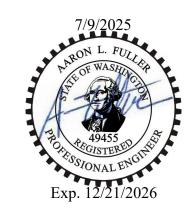
PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT

APPROVAL EXPIRES:

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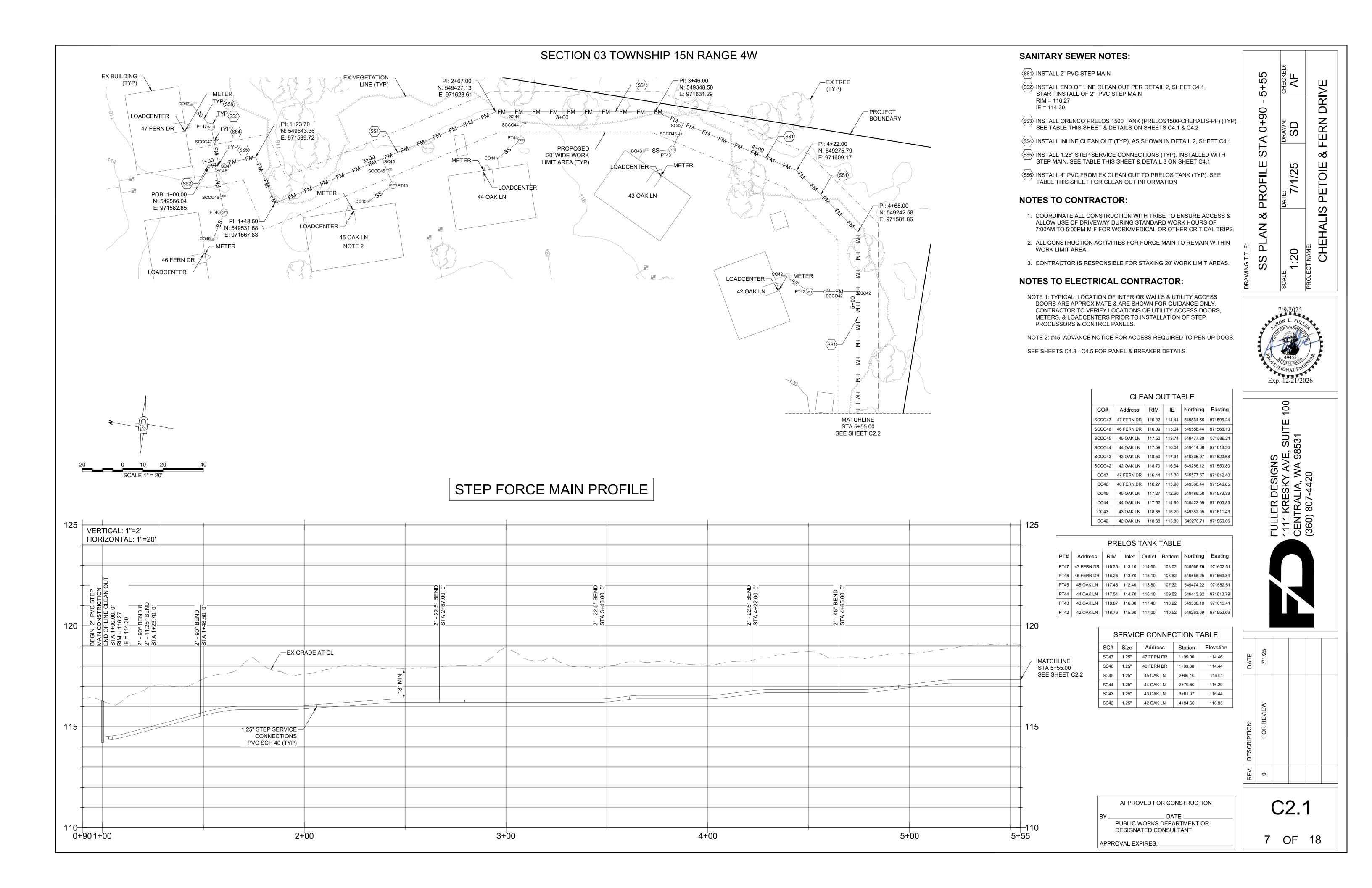
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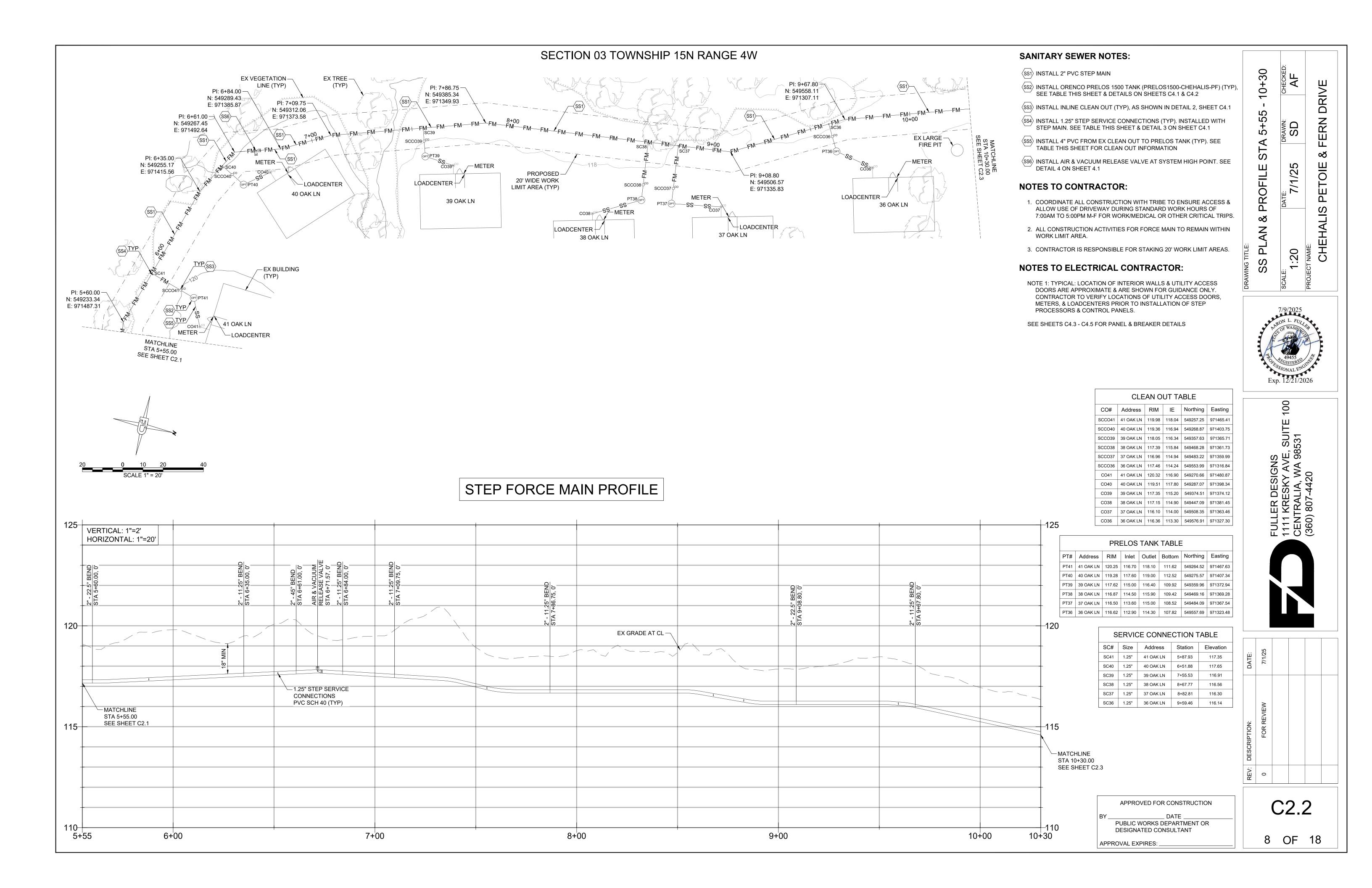
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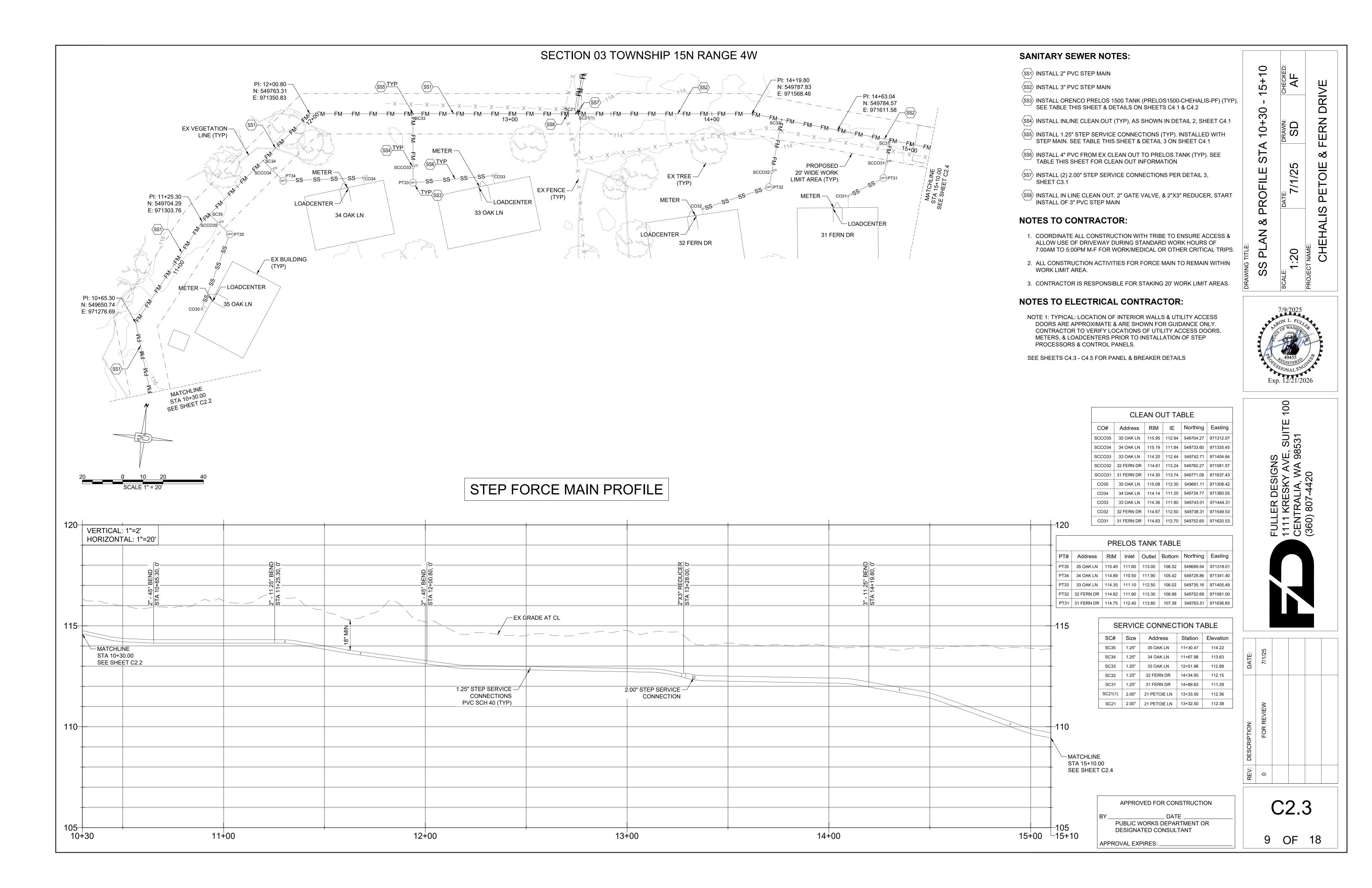


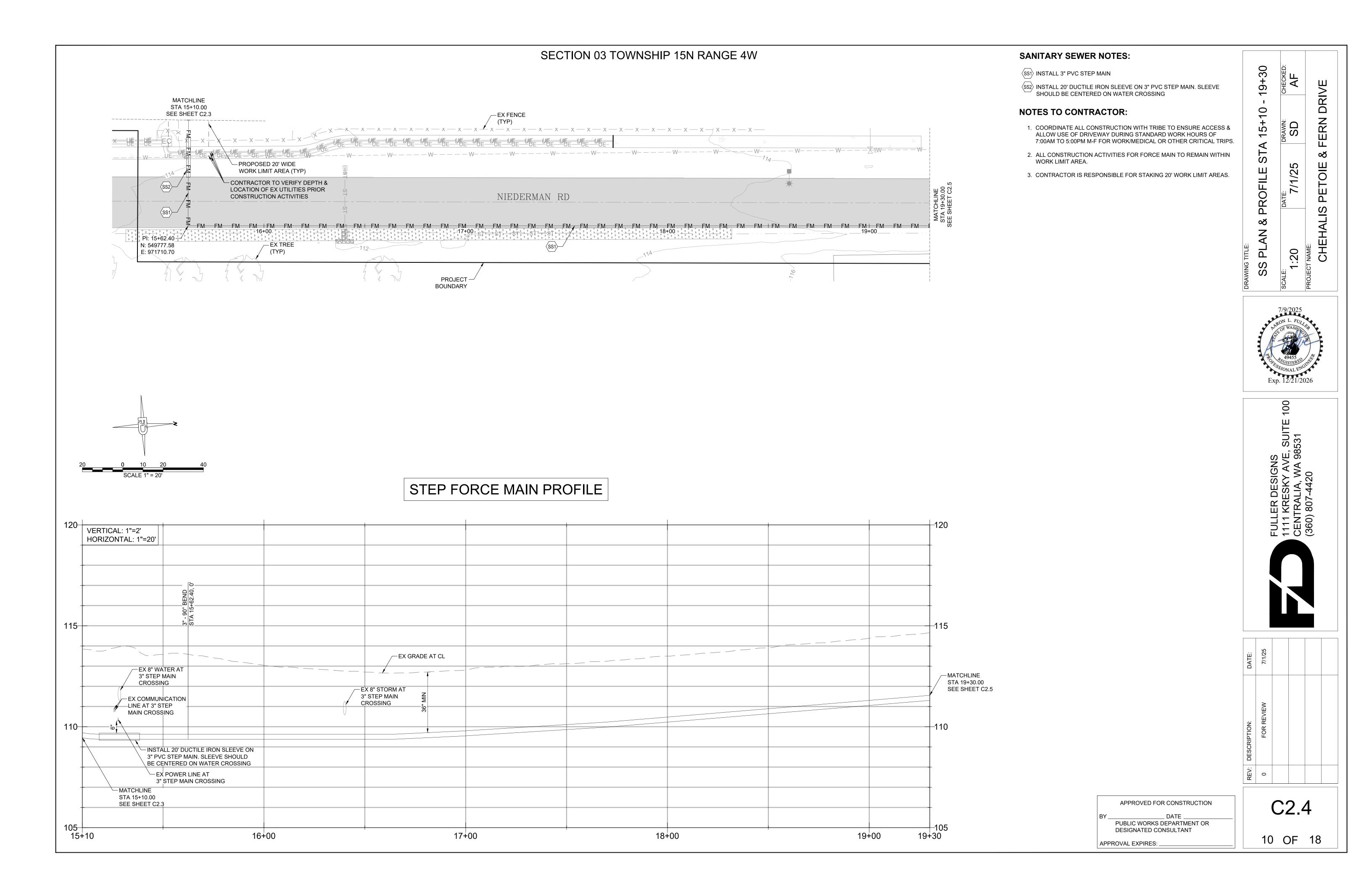
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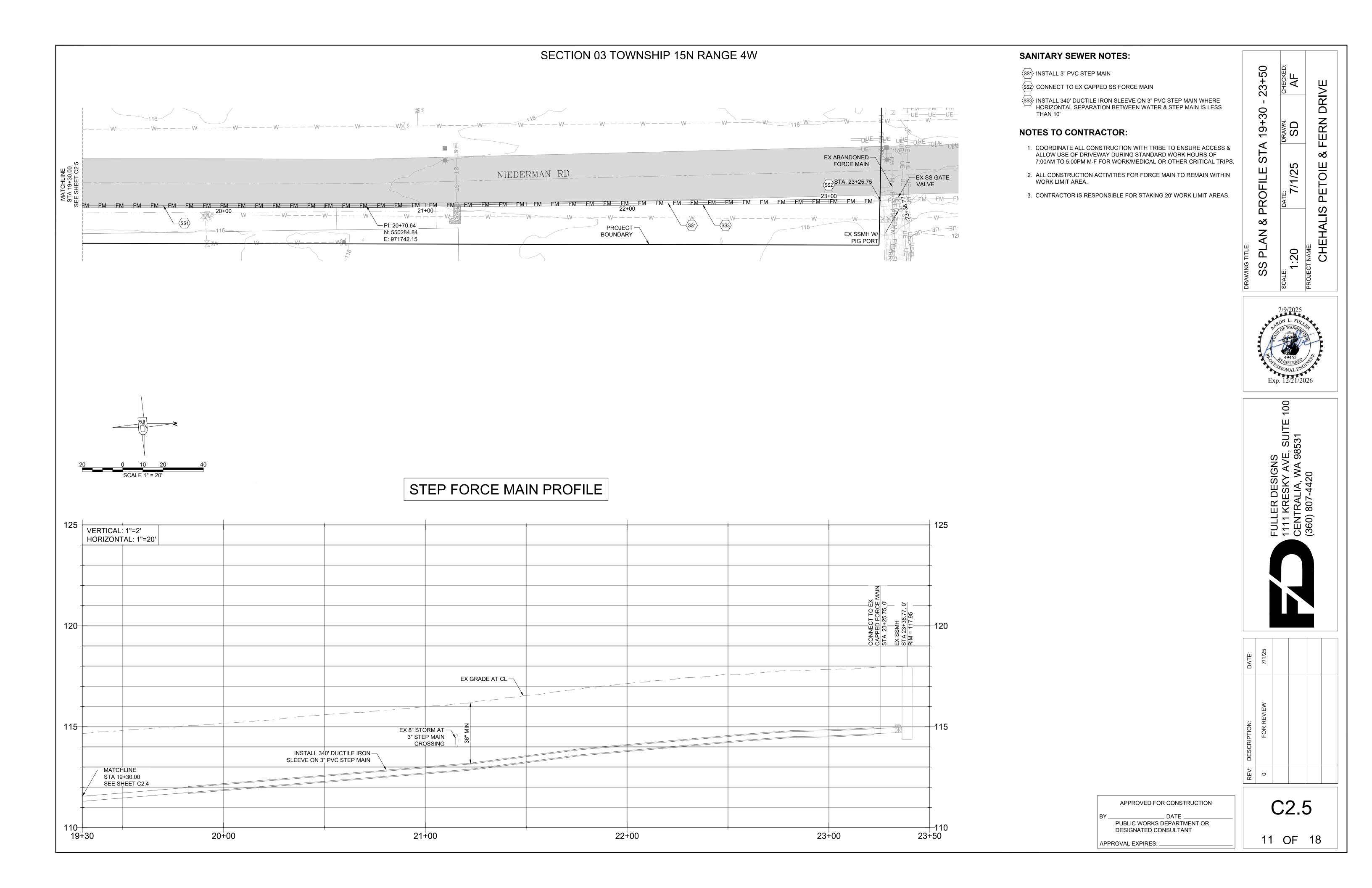
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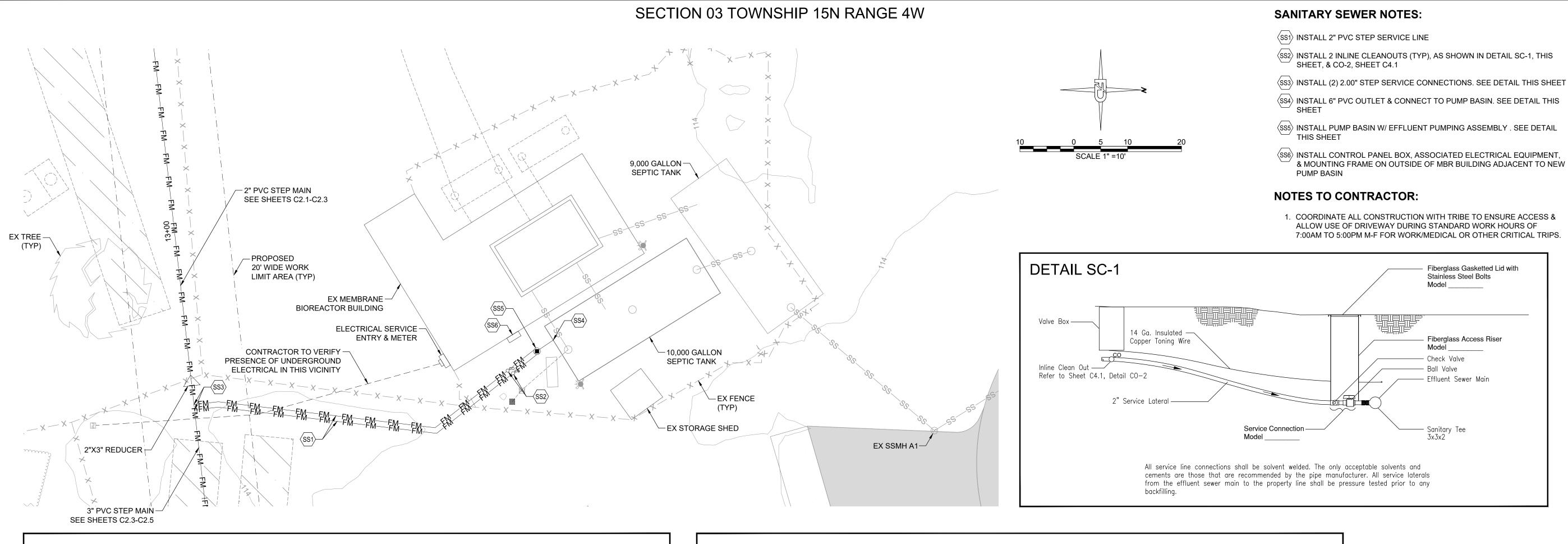


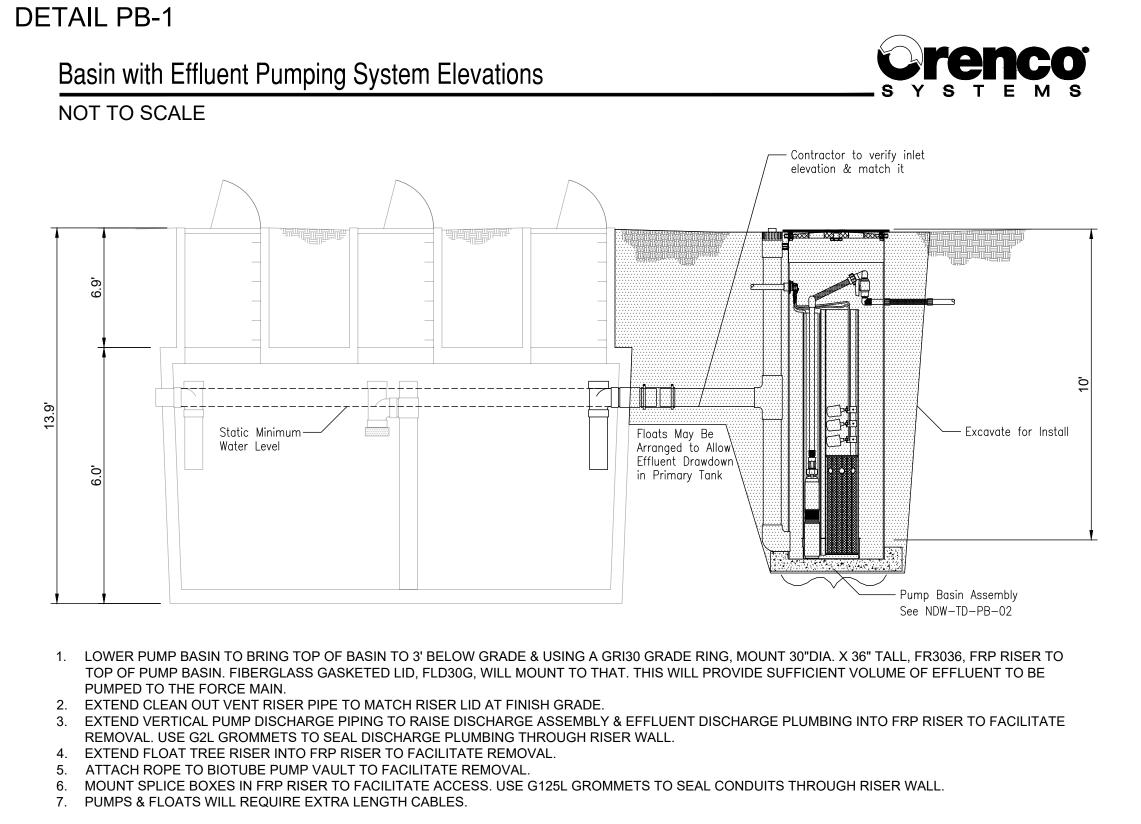


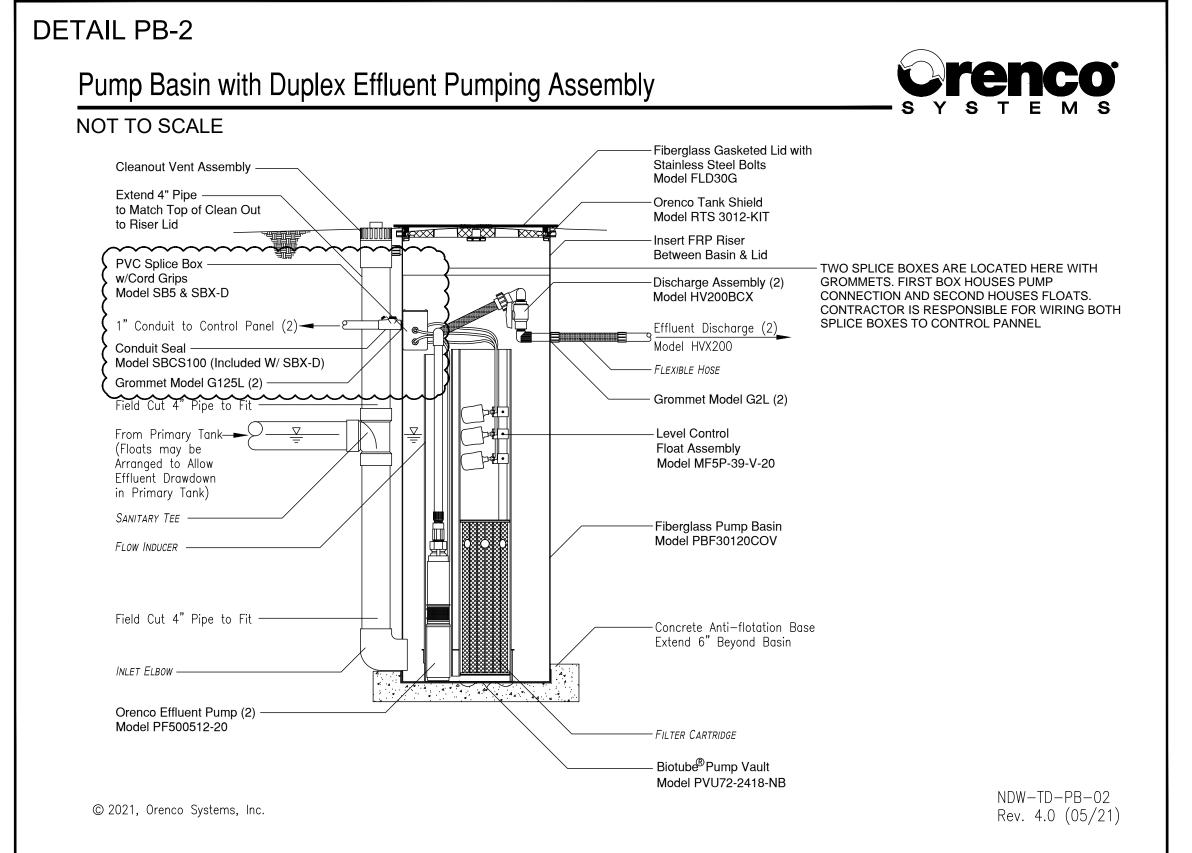


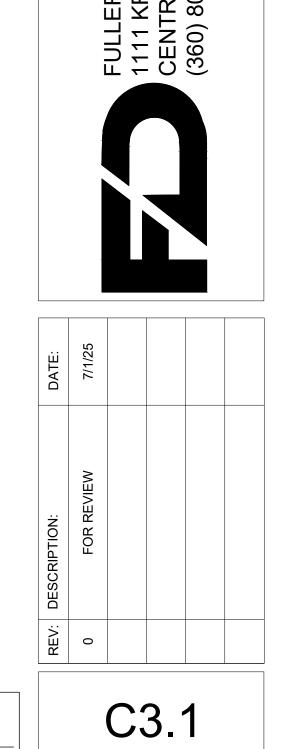












12 OF 18

APPROVED FOR CONSTRUCTION

PUBLIC WORKS DEPARTMENT OR

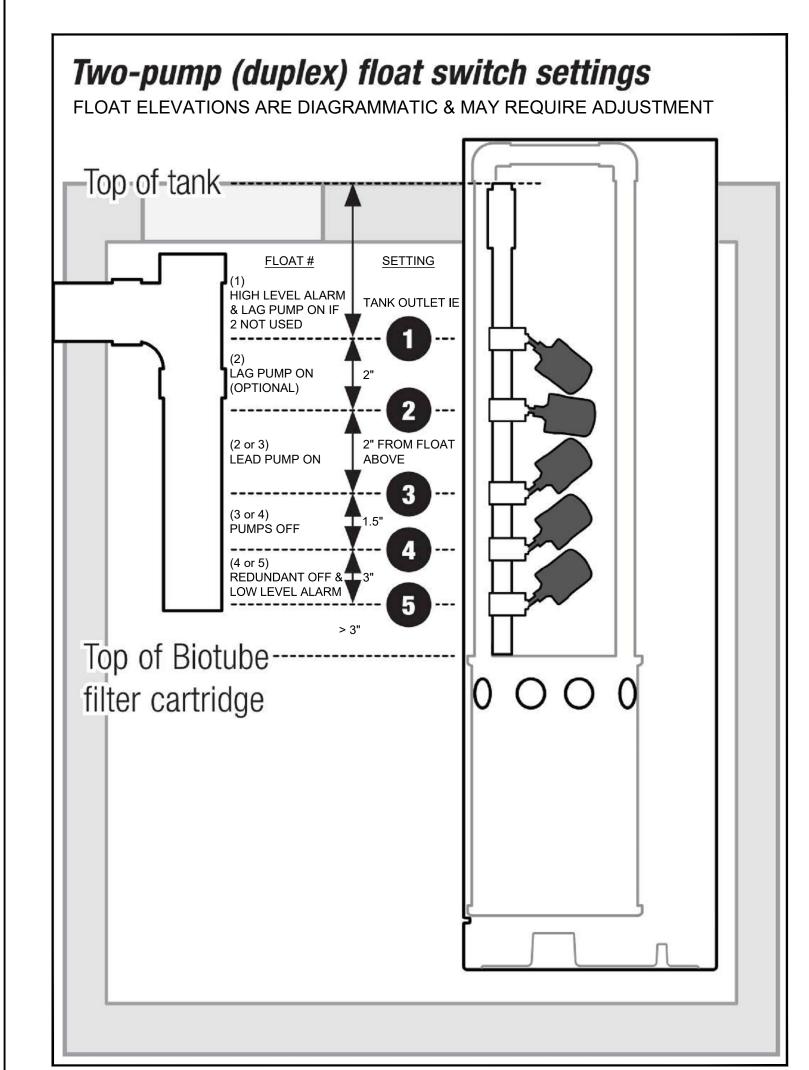
DESIGNATED CONSULTANT

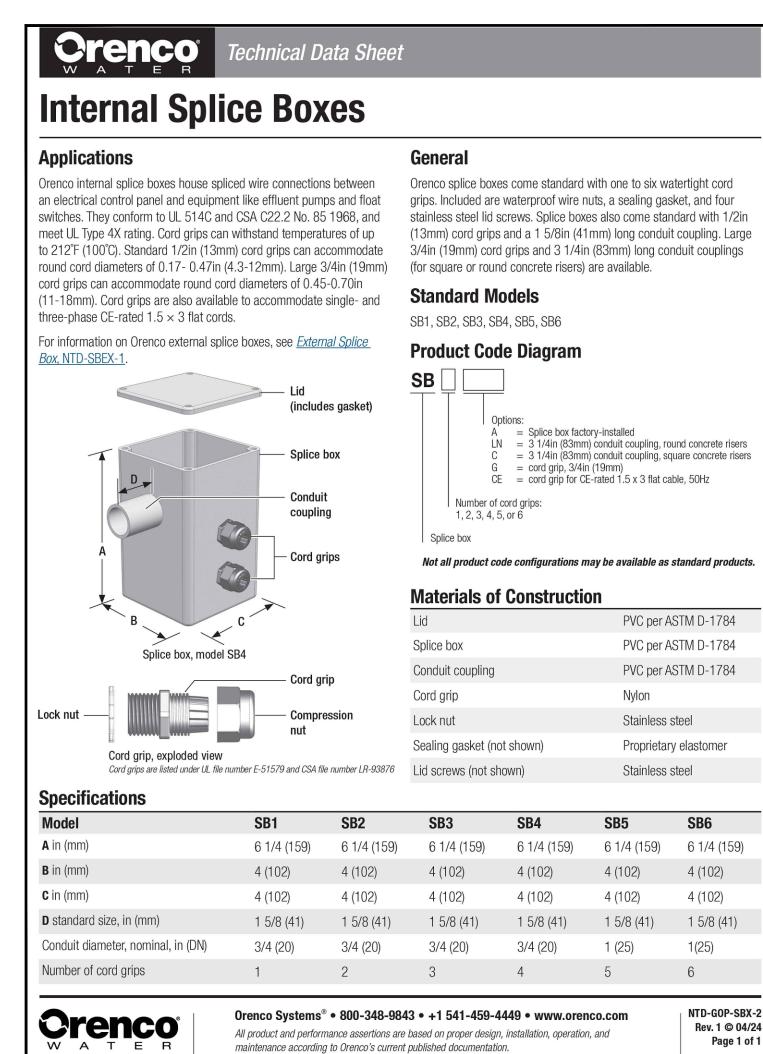
APPROVAL EXPIRES:

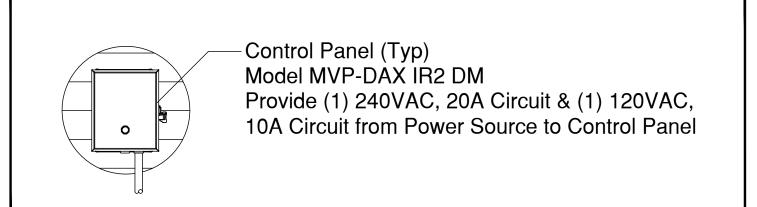
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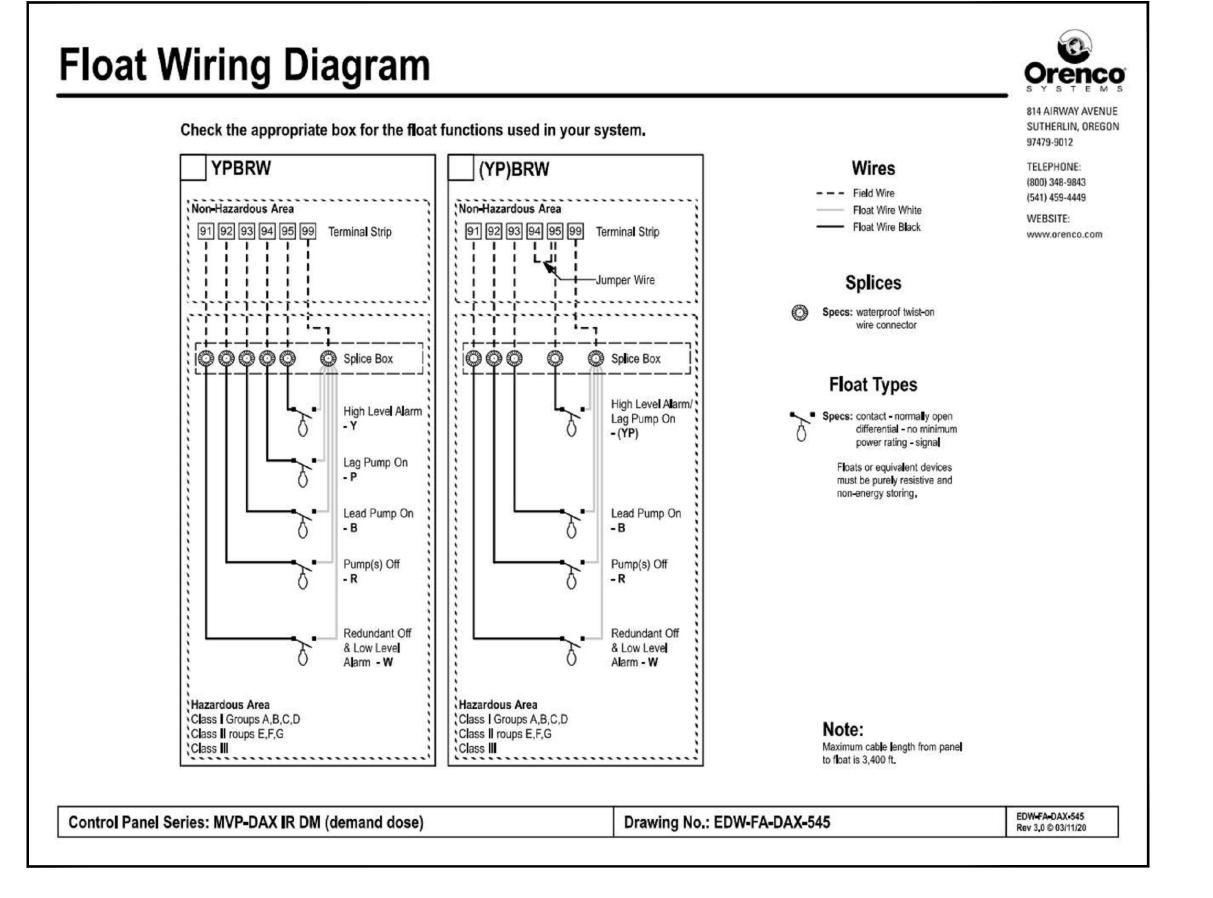




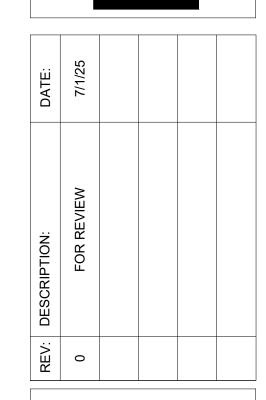


APPLICABLE TECH DATA SHEETS:

- 1. DUPLEX CONTROL PANEL: NTD-CP-MVP-2
- 1A: CONTROL PANEL WIRING DIAGRAM EDW-WD-DAX-613
- 2. FLOAT SPLICE BOX: NTD-GOP-SBX-2 3. PUMP SPLICE BOX: NTD-SB-SBX-1
- 4. INTRINSICALLY SAFE CONTROLS INSTALLATION: EIN-CP-IR-18 5. DISCHARGE ASSEMBLIES: NTD-GOP-HVA-1



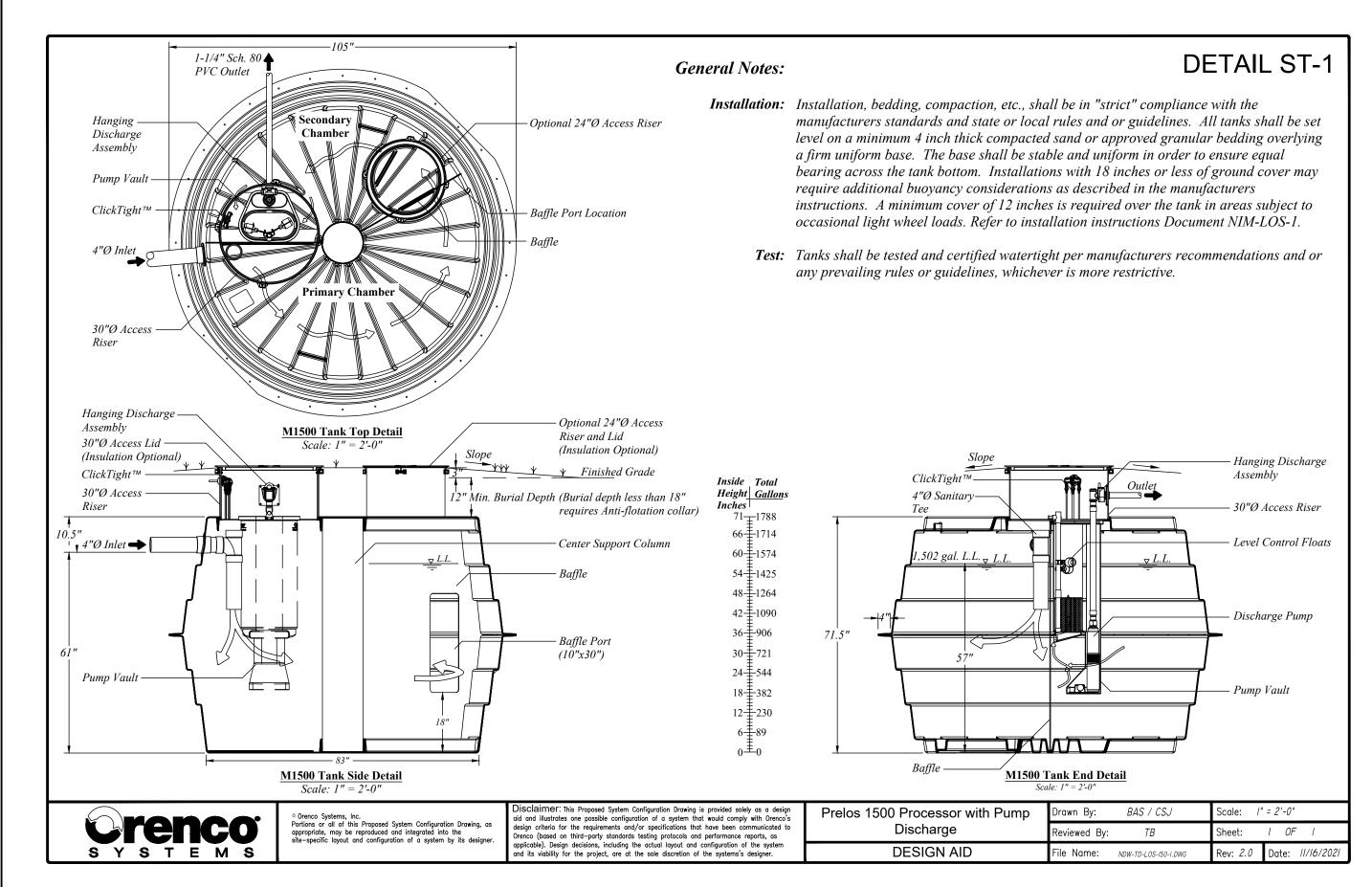
нескер: DRIVE **TRICAL** ERN ∞୪ 7/1/25 PETOIE CHEHALIS COMMUNITY



APPROVED FOR CONSTRUCTION DATE PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT

APPROVAL EXPIRES:

C3.2



PART NO. PRELOS1500-CHEHALIS-PF Includes: M1500-PRELOS-30/24 CLK2-60-NA PF100511CV-CLK HDAD30125FCASLC-45.75 S1-HR FLD30G-PRELOS RF3018+(2)SX+HDDLC-PRELOS FS-HE06 500 Gallon; 30" and 24" Opening ClickTight for 1 Pump, 2 Float Connects; 62.5ft Cable; 3/4" Conduit; No RA 10GPM Pump, Internal Check Valve, ClickTight Connector Hanging Discharge Assy., 1.25",30" Riser,Duplex,C,,AS,45.75" Hose Length Simplex Panel, 115V w/ Redundant High-Level On Fiberglass Lid Durafiber, 30" W/EPDM Gasket, Prelos 4 Bolts Fiberglass Access Riser, 30" Dia. x 18" Tall, w/ (2)SX and HDDLC Installed Float Stem Handle Extension, 6"

PVPM65

RF2418

MF2P-1500-PVPM-CLK

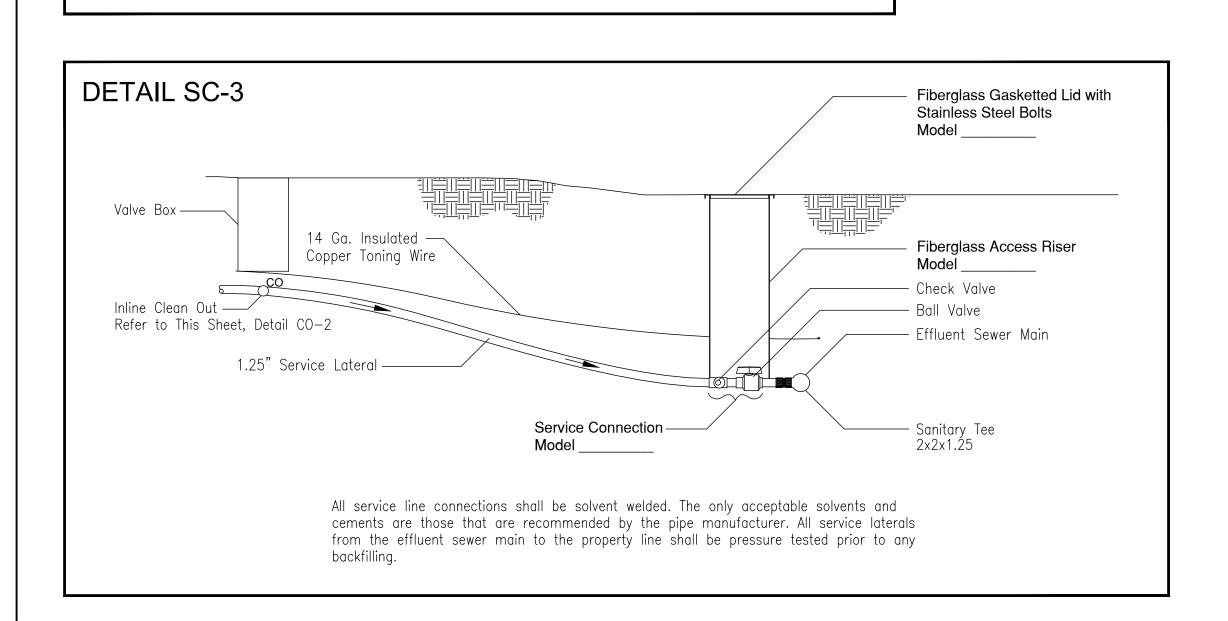
FLD24G-PRELOS

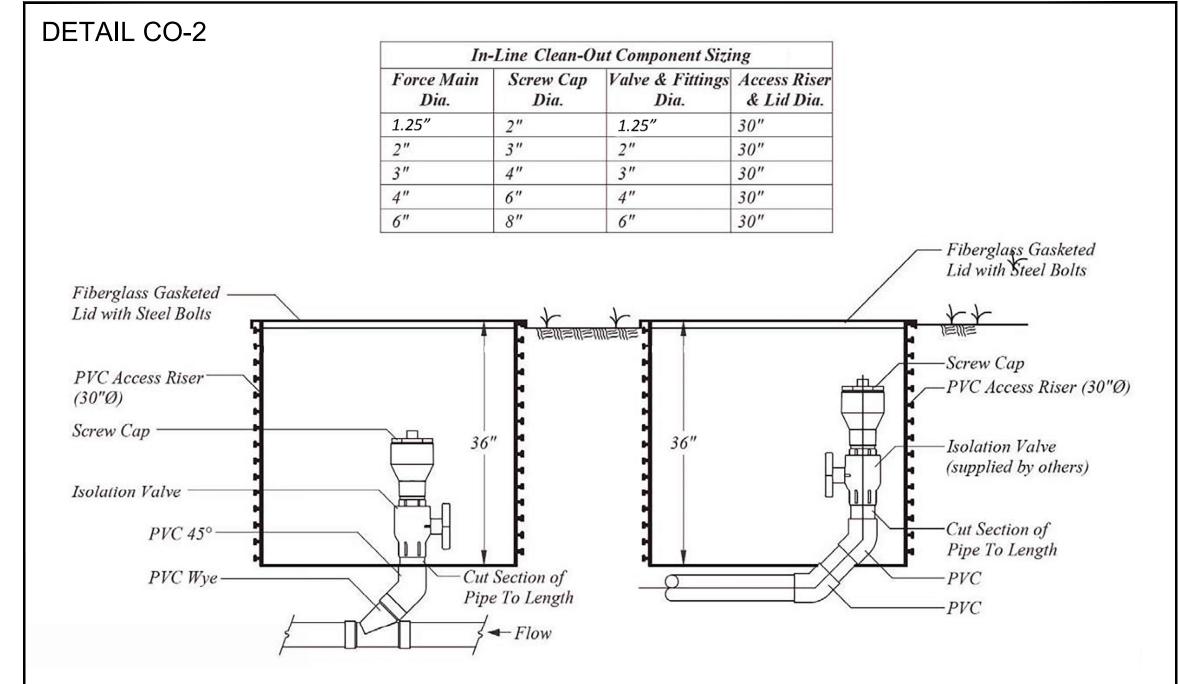
Pump Vault Passive Meander - No Stem

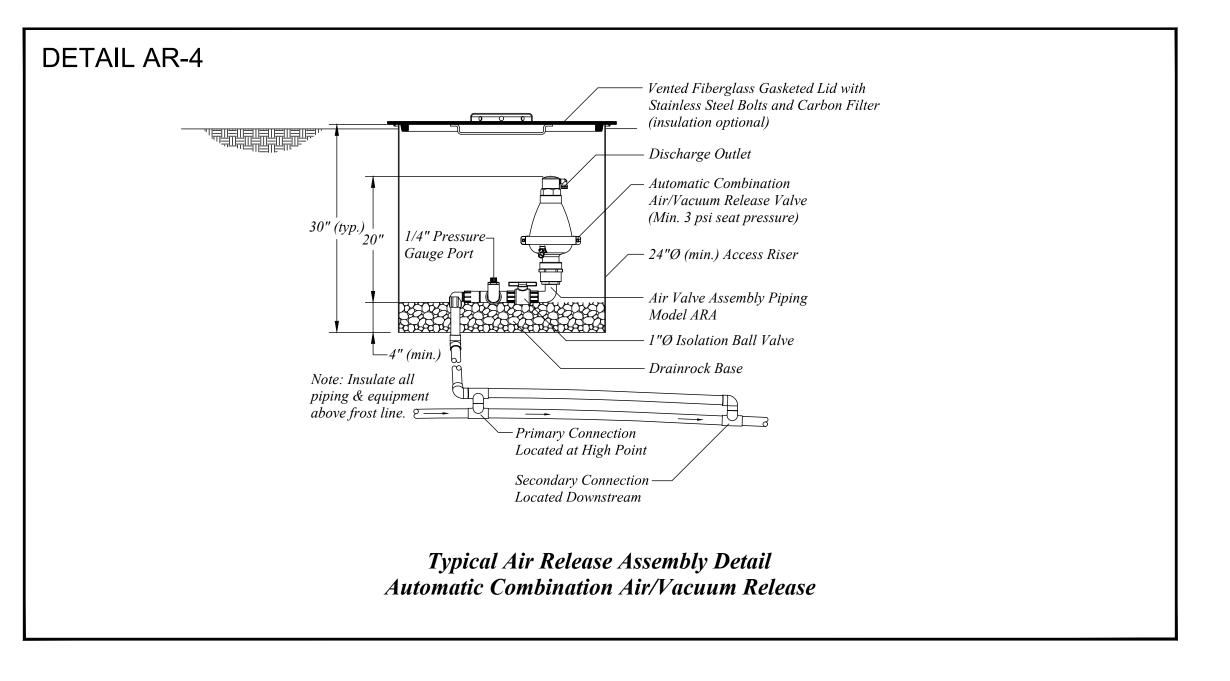
Fiberglass Lid, DuraFiber, 24" W/ EPDM Gasket; 4 Bolts

PVPM ClickTight Float Assembly

24" x 18" Fiberglass Riser







7/9/2025

RON L. FULL

RON L. FULL

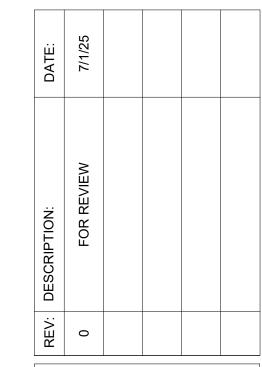
RON WASHINGTON

A 49455

REGISTER BONAL ENGINE

Exp. 12/21/2026

FULLER DESIGNS 1111 KRESKY AVE, SUITE 100 CENTRALIA, WA 98531 (360) 807-4420

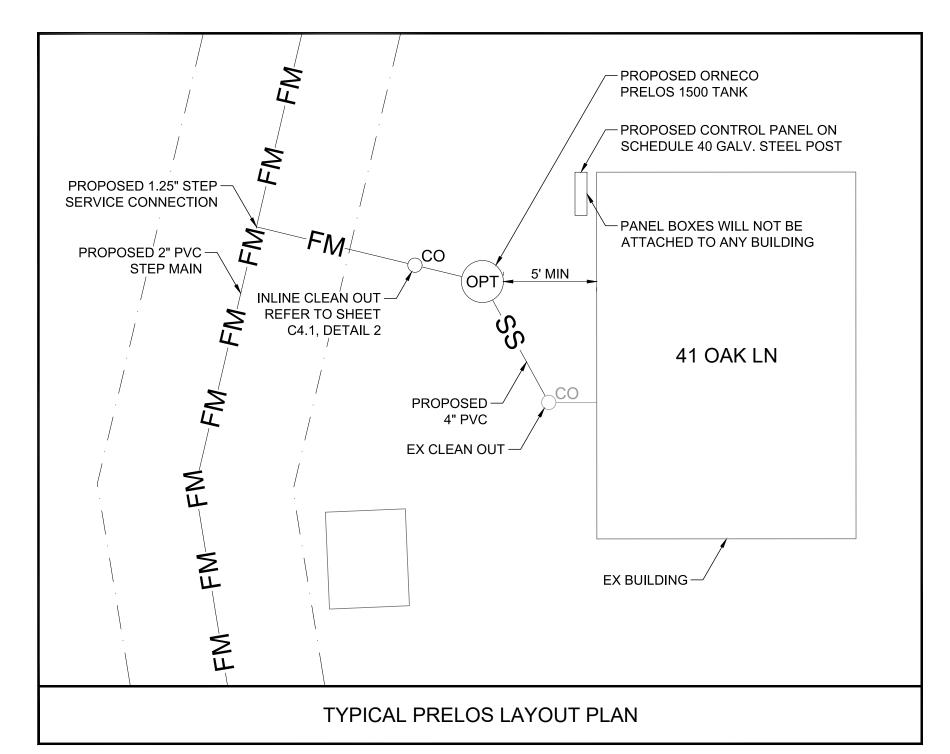


APPROVED FOR CONSTRUCTION

BY ______ DATE ____
PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT

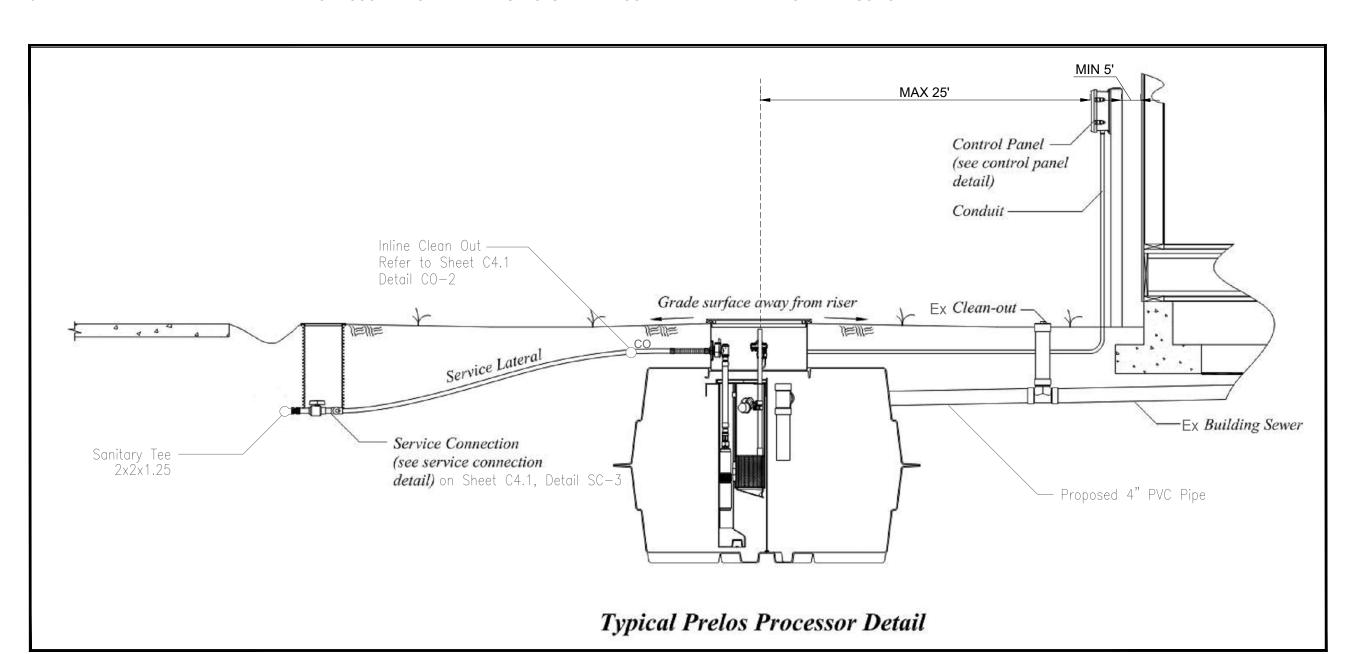
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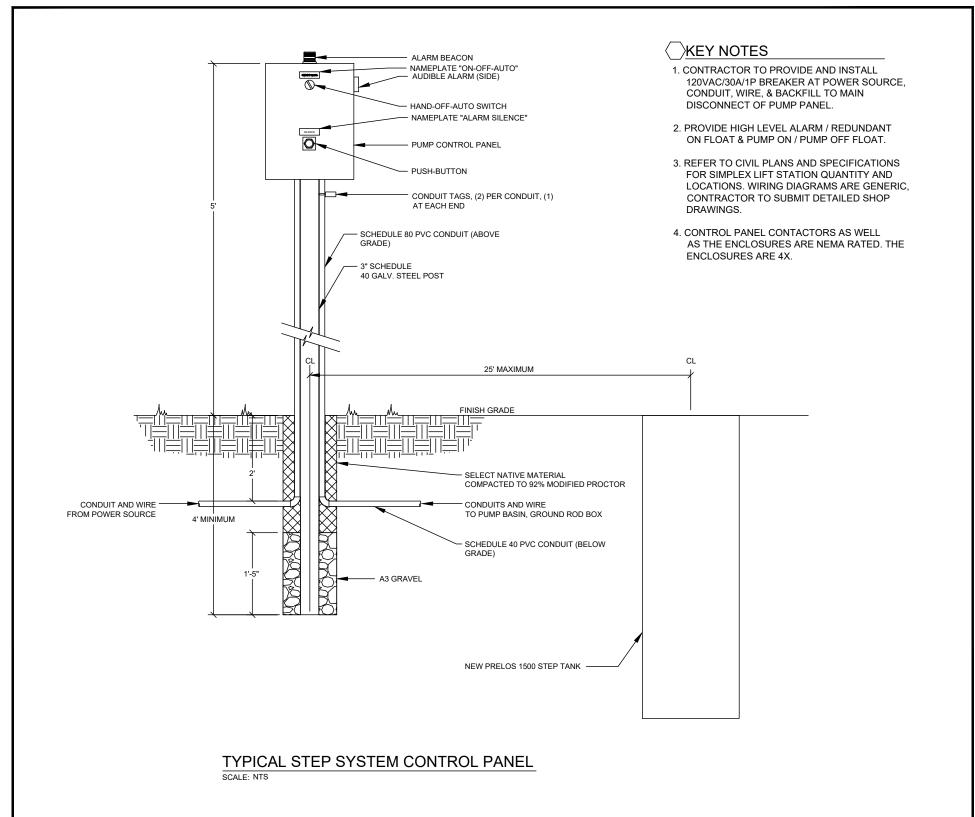
C4.1



INSTALLATION NOTES TO CONTRACTOR:

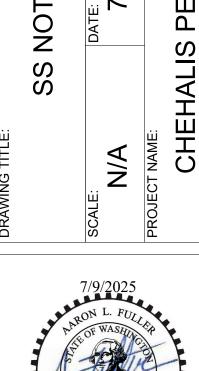
- 1. ALL PUMPING SYSTEM COMPONENTS SHALL BE INSTALLED IAW MANUFACTURER'S RECOMMENDATIONS & ENGINEER'S PLANS
- 2. CONTROL PANEL SHALL BE LOCATED WITHIN 25 FEET OF & IN SIGHT OF, THE PUMP MOTOR OR SHALL BE PROVIDED WITH A LOCKABLE DISCONNECT SWITCH
- 3. BUILDING SIDE SEWERS SHALL BE WATERTIGHT & INSTALLED BY A CONTRACTOR LICENSED FOR SUCH WORK. BUILDING SEWER MATERIALS, INSTALLATION & TESTING SHALL BE PER SPECIFICATIONS
- 4. ALL TANKS SHALL BE MANUFACTURED & FURNISHED WITH ONE ACCESS OPENING CAPABLE OF ACCEPTING A 750 MM DIAMETER ACCESS RISER SHOWN IN DETAIL. THIS ACCESS PORT WILL PROVIDE ACCESS TO BOTH THE INLET & THE OUTLET/DISCHARGE PUMPING EQUIPMENT. MODIFICATION OF COMPLETED TANKS WILL NOT BE PERMITTED
- 5. TANKS SHALL BE CAPABLE OF WITHSTANDING AN ABOVE GROUND STATIC HYDRAULIC TEST & SHALL BE INDIVIDUALLY TESTED TO MANUFACTURER'S SPECIFICATIONS
- 6. ALL TANKS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS





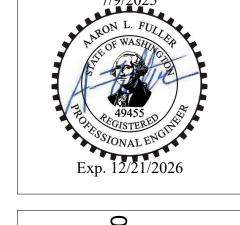
APPLICABLE TECH DATA SHEETS:

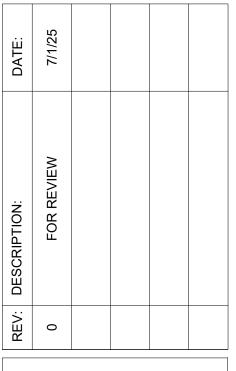
- 1. CONTROL AND ALARM PANELS GENERAL INSTALLATION: EIN-CP-GEN-1
- 2. S-SERIES SIMPLEX CONTROL PANEL: NTD-CAP-SSP-2
- 2A: CONTROL PANEL WIRING DIAGRAM EDW-WD-S-290 3. CLICKTIGHT FLOAT WIRING DIAGRAM: EDW-FC-S-6



DRIVE

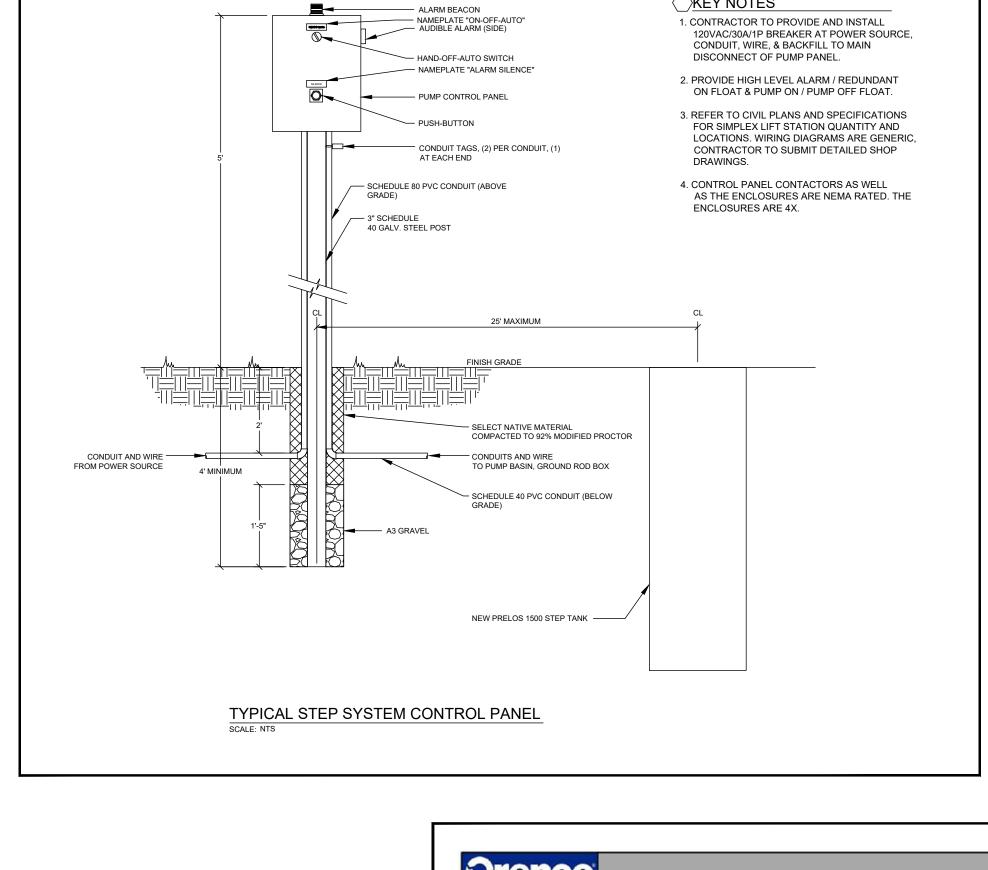
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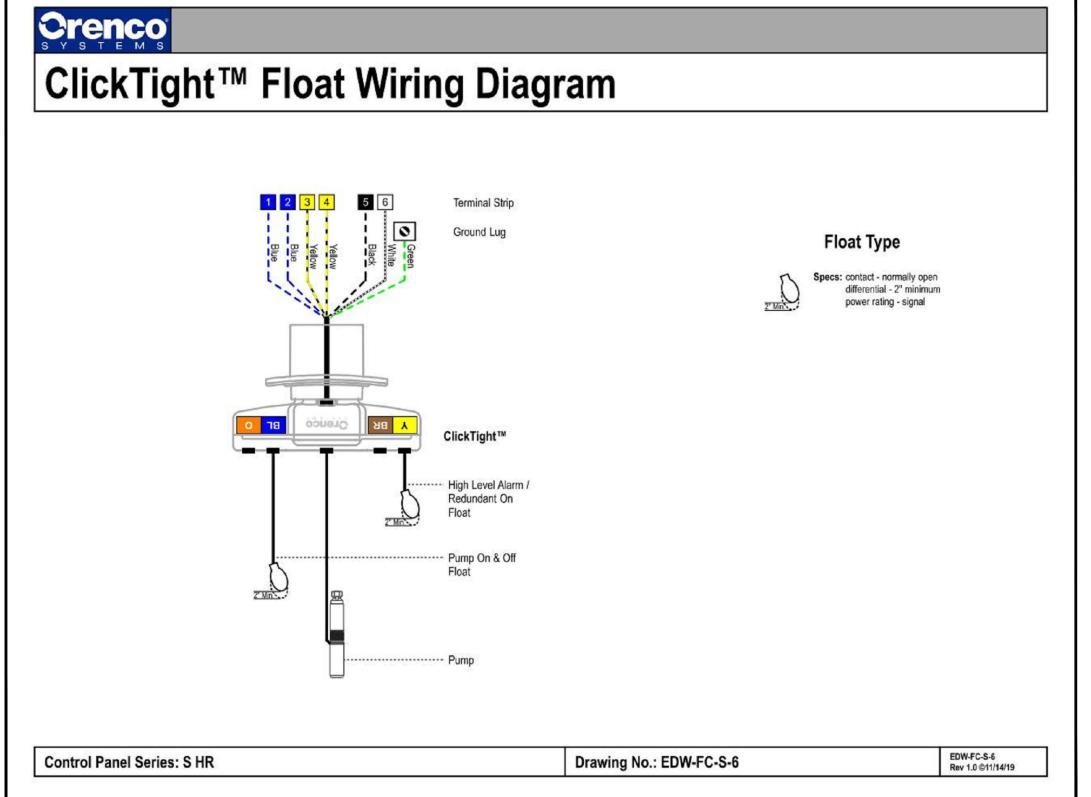


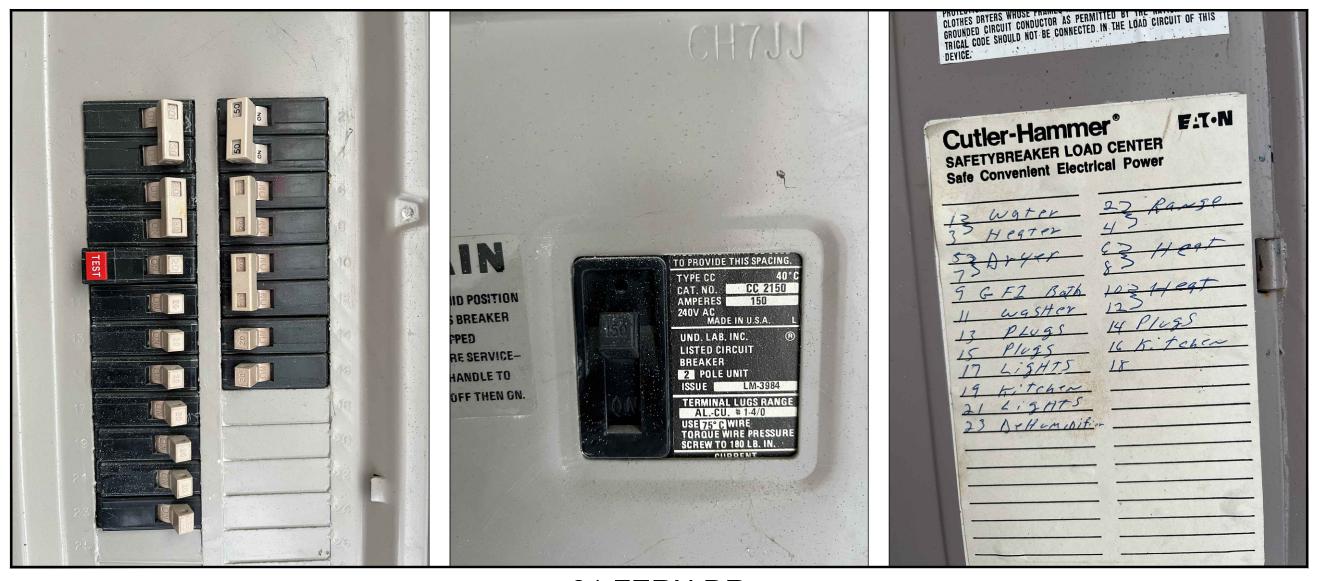


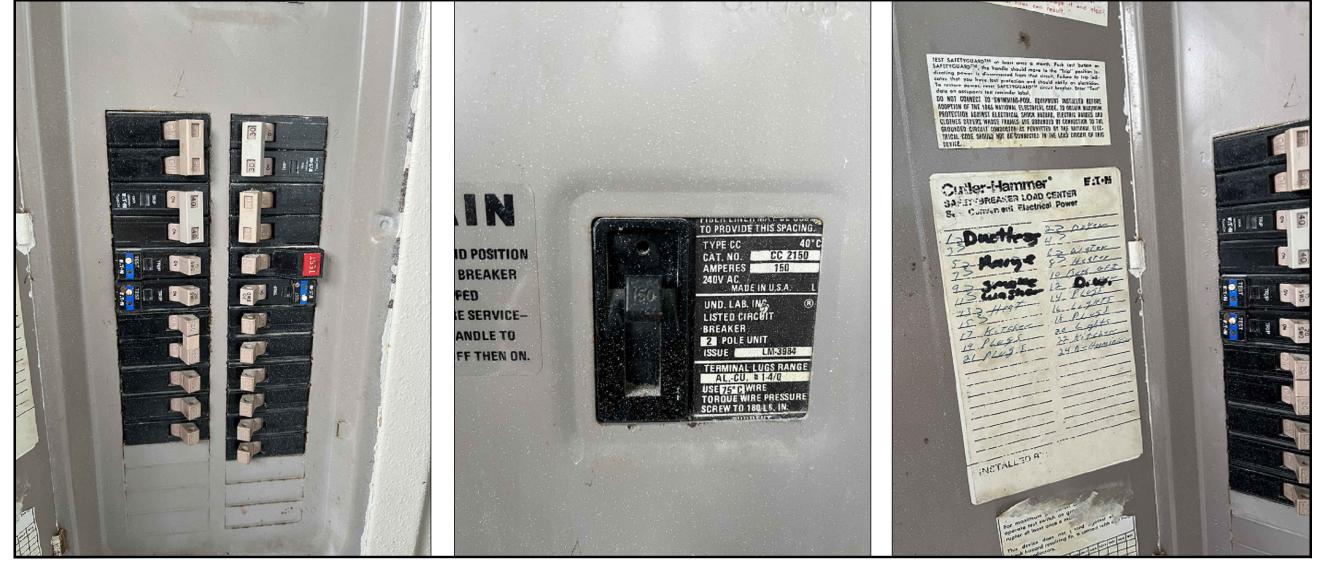
APPROVED FOR CONSTRUCTION DATE _ PUBLIC WORKS DEPARTMENT OR DESIGNATED CONSULTANT APPROVAL EXPIRES:

C4.2 15 OF 18





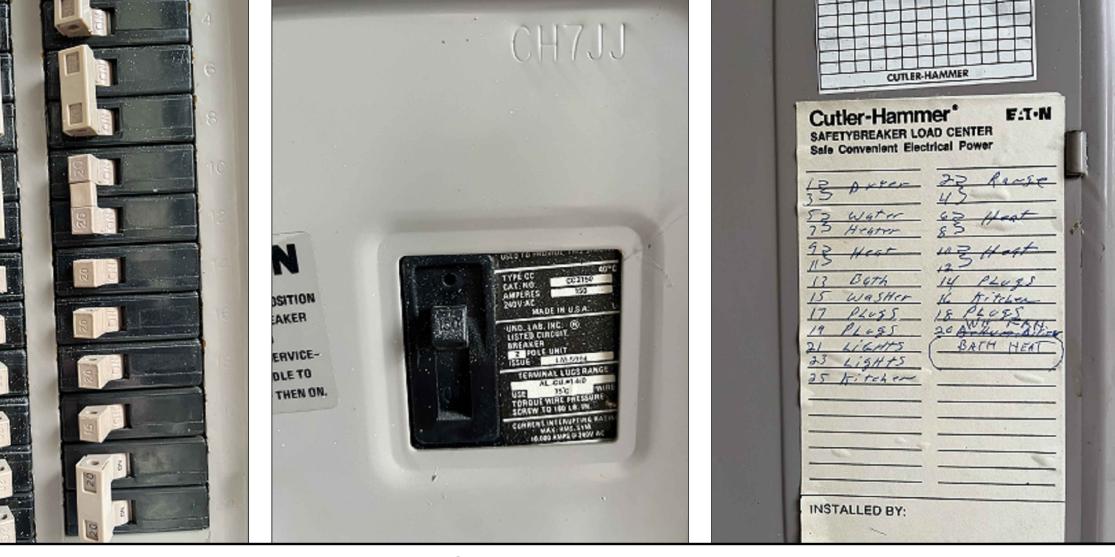




32 FERN DR

31 FERN DR



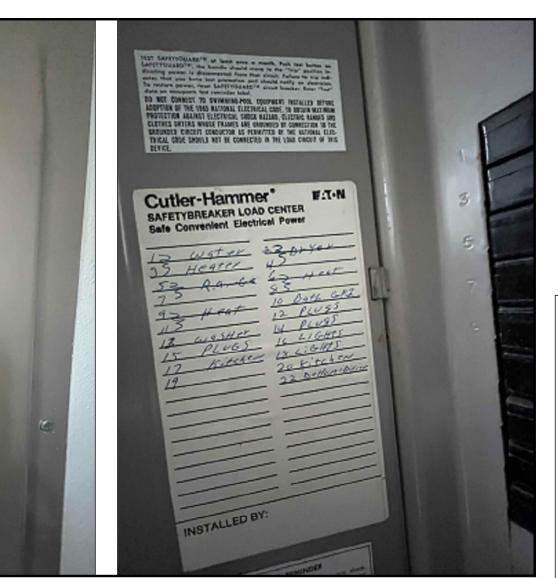


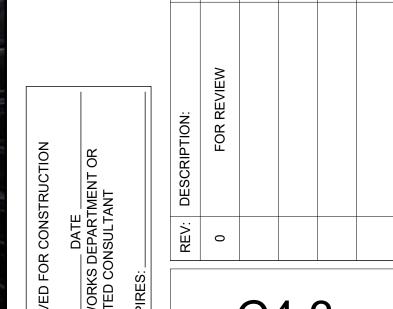












16 OF 18

36 OAK LN

7/9/2025 Exp. 12/21/2026

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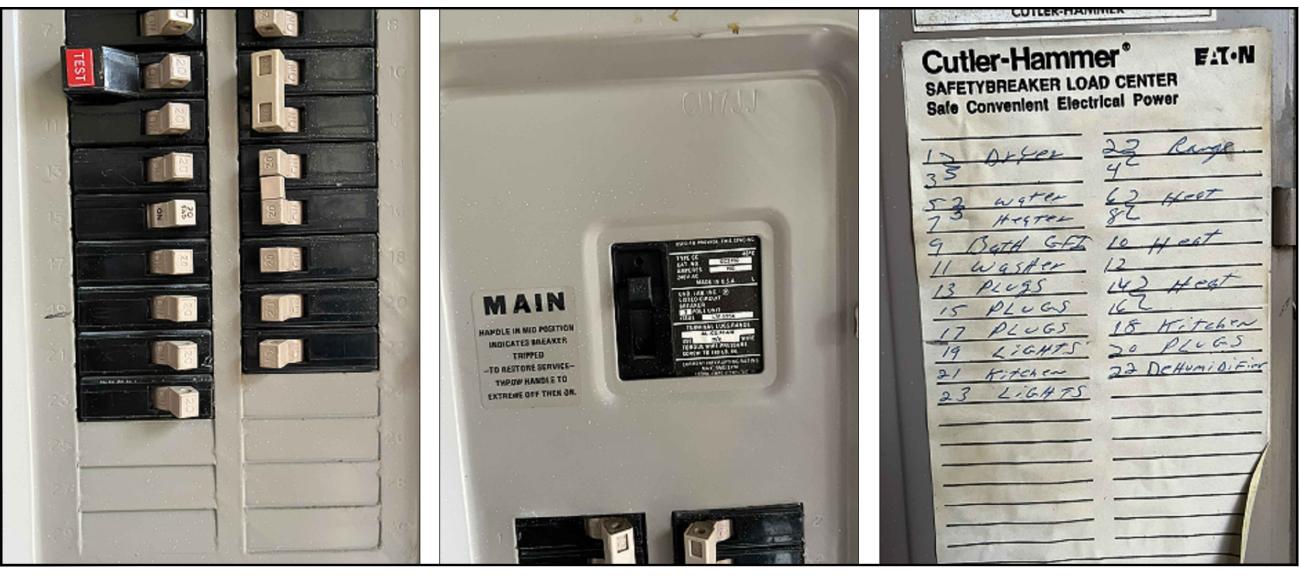
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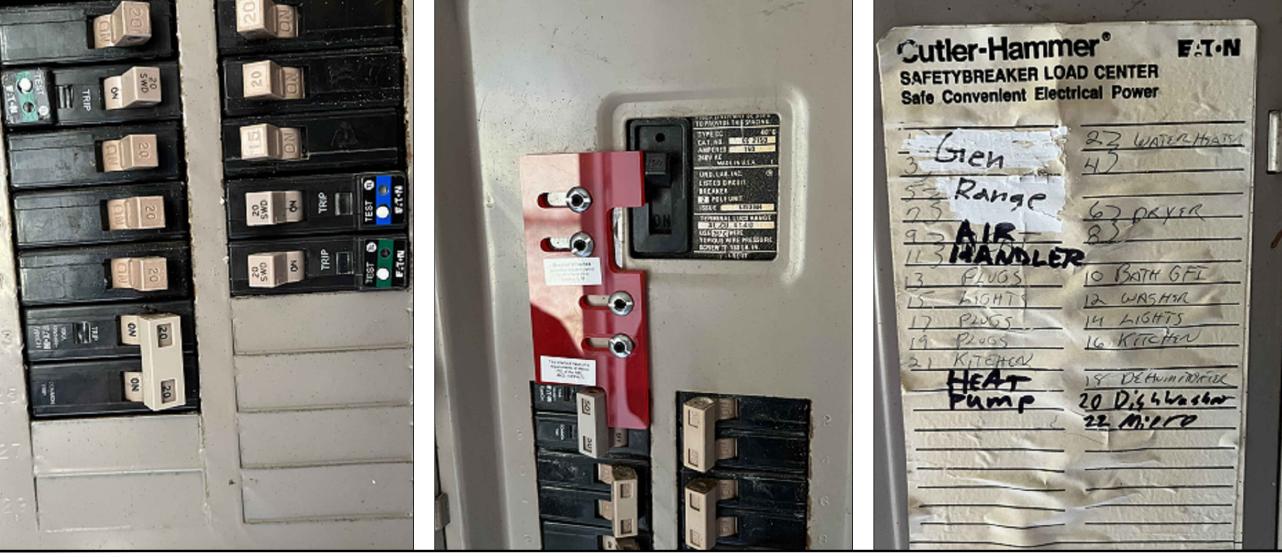
PE

CHEHALIS

FULLER DESIGNS 1111 KRESKY AVE, SUITE 1 CENTRALIA, WA 98531 (360) 807-4420

C4.3

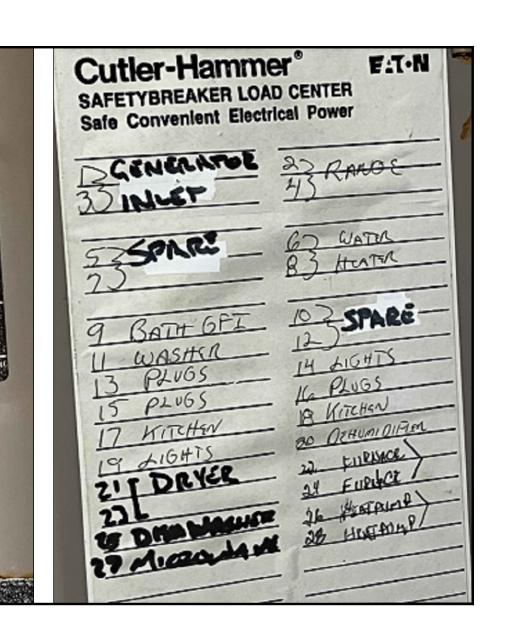




37 OAK LN 38 OAK LN



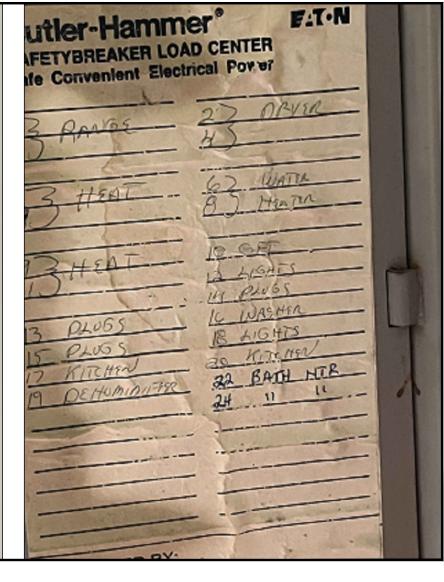


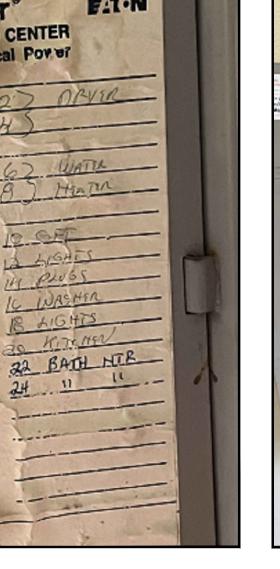


39 OAK LN 40 OAK LN

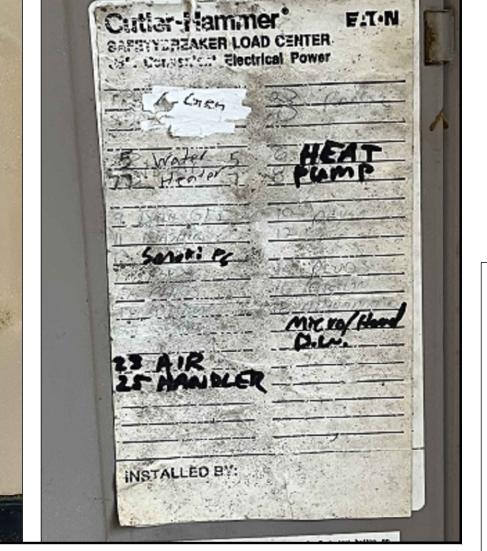












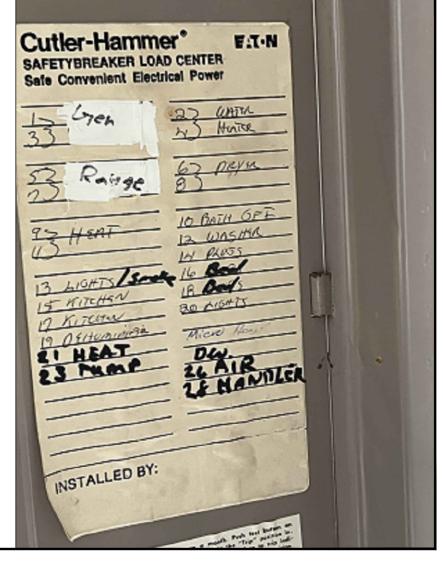
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41 OAK LN 42 OAK LN

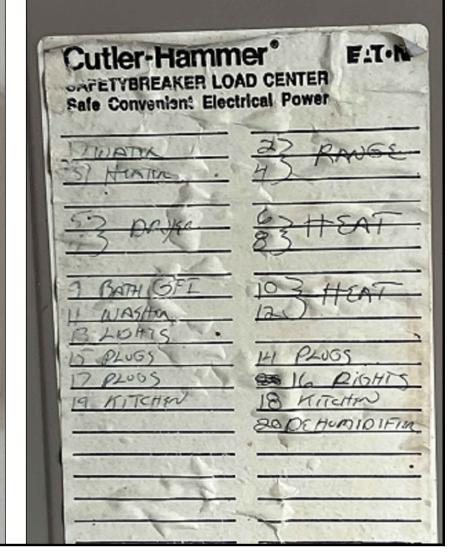
DRIVE FERN SAWN: **∞** PETOIE

CHEHALIS



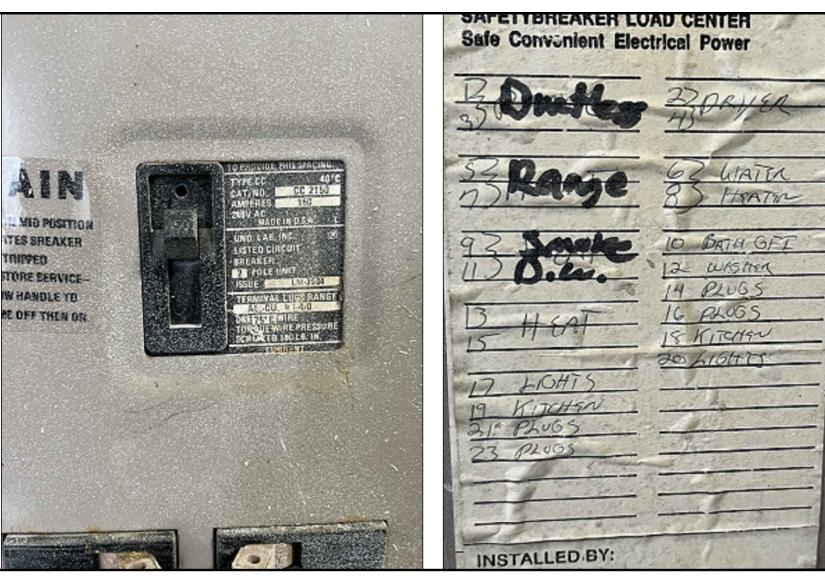




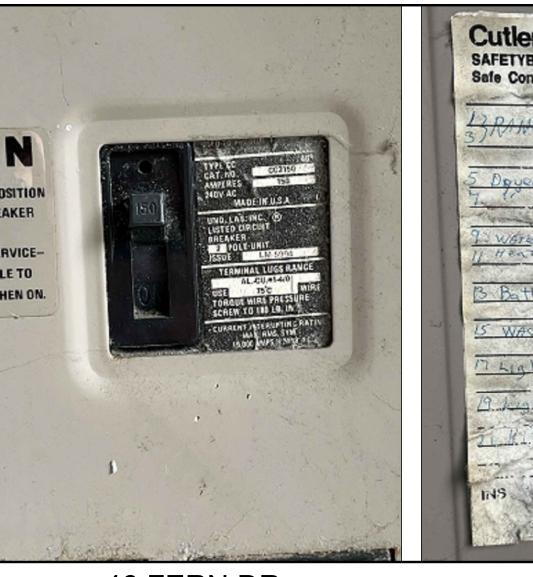


44 OAK LN









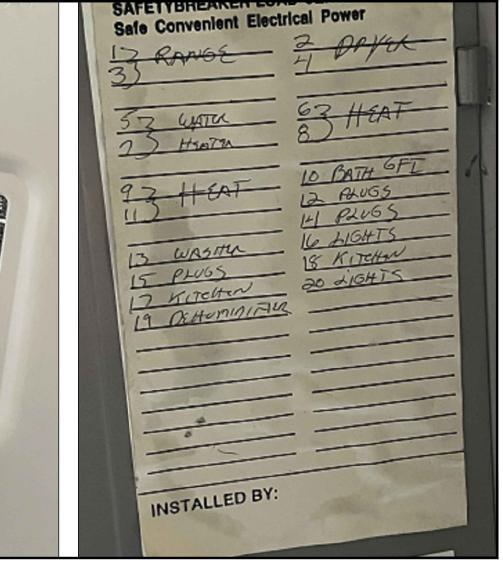
Cutler-Hammer*
SAFETYBREAKER LOAD CENTER
Safe Convenient Electrical Power

46 FERN DR





45 OAK LN



47 FERN DR

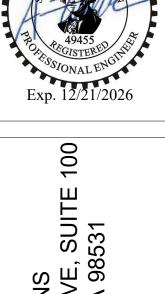
APPROVED FOR CONSTRUCTION

_____ DATE _____
PUBLIC WORKS DEPARTMENT OR
DESIGNATED CONSULTANT APPROVAL EXPIRES:

DETAIL

DRIVE FERN SAWN: **∞** PETOIE

CHEHALIS





DATE:	7/1/25		
REV: DESCRIPTION:	FOR REVIEW		
REV:	0		

C4.5