93rd Avenue Northbound Ramp Improvements
Request for Proposal

Prepared for
Confederated Tribes of the
Chehalis Reservation

May 2019

Prepared by

SCJ Alliance
Consulting Services
93rd Avenue Northbound Ramp Improvements
Request for Proposal

Prepared for

Confederated Tribes of the Chehalis Reservation
420 Howanut RD
P.O. Box 536
Oakville, WA 98568

Prepared by

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Centralia, WA 98531
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SECTION 00 41 00
RFP/BID FORM

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

REQUEST FOR PROPOSAL
93rd Avenue Northbound Ramp Improvements

PROJECT NAME:
93rd Avenue Northbound Ramp Improvements
PO Box 536
6 Niederman Road
Oakville, Washington 98568
Bryan Sanders
bryan.sanders@chehalistribe.com

May 2019
CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

93rd Avenue Northbound Ramp Improvements

REQUEST FOR PROPOSAL

The 93rd Avenue Northbound Ramp Improvements project includes improvements to the on and off ramp for the 93rd Avenue / I-5 Interchange. The Improvements will modify the current on ramp, off ramp, intersection, and construct a traffic signal on 93rd Avenue. Work elements for this project include: temporary erosion control, clearing and grubbing, excavation, storm water, illumination installation, paving, pavement markings, sign installation, traffic signal installation, traffic control and other work.

Sealed proposals for the 93rd Avenue Northbound Ramp Improvements project must be received by June 5, 2019, at 12 p.m. Proposals may be mailed to: The Chehalis Tribe, PO Box 536, Oakville, WA 98568, Attn: Bryan Sanders, or delivered to the following street address: 6 Niederman Road, Oakville, WA 98568. Bid proposals received after the date and time stated above will not be accepted. Proposals received on time will be opened privately. The Chehalis Tribe will share the bid results within 10 business days from the final date of receipt of proposals. The Chehalis Tribe reserves the right to waive irregularities and to reject any and all bids.

RFP documents will be available in PDF format starting May 15, 2019, at the following web site: https://www.chehalistribe.org/departments/planning-department/view-our-current-projects/.

Please direct questions regarding this project to the Owner’s Tribal Project Representative, Bryan Sanders at the following:

    Email: bryan.sanders@chehalistribe.org

The work includes the furnishing of all labor, materials, and equipment necessary to construct the 93rd Avenue Northbound Ramp Improvements according to the drawings and specifications.

It is the intent to award a contract to the highest scored responsible Bidder according to the scoring matrix included with the RFP (Spec. Sec. 00 41 00), provided the bid has been submitted in accordance with the bidding documents and does not exceed the funds available. Scoring and assessment of Bid Proposals will be performed by a selection committee, expected to include Tribal officials and/or staff members. Bid pricing shall include all applicable sales tax.
By Order of:  Confederated Tribes of the Chehalis Reservation
Oakville, WA 98568

Published:  Daily Journal of Commerce –  Monday, May 20, 2019
            Monday, May 27, 2019
SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINITIONS

1.1 The Bidding Documents include the Invitation to Bid, Instructions to Bidders, Request for Proposal/Bid Form, Specifications, Drawings, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Agreement Between Confederated Tribes of the Chehalis Reservation and Contractor, the Drawings, the Specifications and all Addenda issued prior to and all modifications issued after execution of the Contract.

1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding documents by additions, deletions, clarifications, or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed.

1.3 A Bid is a complete and properly signed proposal to do the Work, or designated portion thereof, submitted in accordance with the Bidding Documents for the sums therein stipulated.

1.4 The Base Bids are the sums stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids if any.

1.5 A Bidder is a person or entity who submits a bid.

1.6 The Project Manager is the Confederated Tribes of the Chehalis Reservation, located at: Planning Department 6 Niederman Road Oakville, Washington 98568

1.7 In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

ARTICLE 2 – BIDDER’S REPRESENTATIONS

2.1 Each Bidder, by making its Bid, represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.

2.1.2 The Bidder has familiarized itself with the requirements to be performed and has correlated its observations with the requirements of the proposed Contract Documents.
2.1.3 Its Bid is based upon the materials, systems, and equipment required by the Bidding Documents, without exception.

2.1.4 The Bidder has carefully examined the Bidding Documents and Contract Documents and has satisfied itself as to the nature, location, character, quality, and quantity of the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, all other requirements of the Contract Documents, as well as the conditions and other matters that may affect performance of the work or the cost or difficulty thereof. The failure of the Bidder fully to acquaint themselves with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the work in accordance with and for the contract sum provided for in the contract documents.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 PDF Format Files Available May 15, 2019.

3.1.1 Complete sets of the Bidding Documents will be available on the Chehalis Tribe’s website:  https://www.chehalistribe.org/departments/planning-department/view-our-current-projects/

3.1.2 Bidder shall use complete sets of Bidding Documents in preparing Bids; the Tribe assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 Interpretation or Correction of Bidding Documents:

3.2.1 Bidders shall promptly notify the Tribe of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Tribe at least seven days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 Addenda:

3.3.1 Addenda will be mailed or delivered to all who are known by the Tribe to have received a complete set of Bidding Documents.

3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3.3.3 No Addenda will be issued later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or including postponement of the date for receipt of Bids.

3.3.4 Each Bidder shall ascertain, prior to submitting its bid that it has received all Addenda issued and it shall acknowledge their receipt in its Bid.

ARTICLE 4 – BIDDING PROCEDURE

4.1 Form and Style of Bids:

4.1.1 Bids shall be submitted on a Bid Form identical to the form included with the Bidding Documents.

4.1.2 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures; in case of discrepancy between the two, the amount written in words shall govern.

4.1.3 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.4 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall also give the State of Incorporation. A bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

4.2 Bid Security:

4.2.1 As described on RFP/Bid Form.

4.3 Submission of Bids:

4.3.1 The Bid, and any other documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

Confederated Tribes of the Chehalis Reservation
Attn: Bryan Sanders
Planning Department
6 Niederman Road
Oakville, WA 98568

If bid is sent by mail, envelope shall be addressed to: Bid

Title: 93rd Avenue Northbound Ramp Improvements
Submitted by:
Submitter’s address:
If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed to:

Confederated Tribes of the Chehalis Reservation
Attn: Bryan Sanders
PO Box 536 Oakville, WA 98568,

4.3.2 The Bidder shall include one original and 6 paper copies of the bid proposal documents in the sealed submittal envelope.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.5 Oral, telephonic, or facsimile Bids are invalid and will not receive consideration.

4.4 Modification or Withdrawal of Bids:

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during a thirty-day period following the time and date designated for the receipt of Bids and each Bidder so agrees in submitting its Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be re-submitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5 – CONSIDERATION OF BIDS

5.1 Opening of Bids:

5.1.1 Bids will be opened privately by the owner and reviewed by the selection committee.

5.2 Rejection of Bids:

5.2.1 The Tribe shall have the right to reject any/or all Bids for any reason or for no reason, to reject a Bid not accompanied by data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
5.3 Acceptance of Bid (Award):

5.3.1 The Tribe intends (but is not bound) to award a Contract to the highest scored responsible Bidder, as assessed by a selection committee described in the Invitation to Bid (Spec. Sec. 00 11 13), provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Tribe has the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in its own best interests.

5.3.2 Preference should be given to hiring Indian subcontractors and labor.

5.3.3 The Tribe reserves the right to limit the award of the bid based on funds available to all or any combination of base bids.

ARTICLE 6 – POST BID INFORMATION

6.1 Submittals:

6.1.1 The Bidders shall submit in a timely manner all information required by the Contract Documents.

ARTICLE 7 – FORM OF AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

7.1 Form to be Used:

7.1.1 The Agreement for the Work will be written on the form included with the Bidding Documents.

ARTICLE 8 – SUPPLEMENTARY INSTRUCTIONS

8.1 Contract Time: See Section 1-08.5, Time for Completion.

8.2 Non Discrimination: The Bidder shall fully comply with all applicable tribal, federal, state, and local laws, regulations, and ordinances pertaining to nondiscrimination, equal employment, and affirmative action.

8.3 Liquidated Damages: See Section 1-08.9, Liquidated Damages.
BIDDER’S CHECKLIST

The Bidder’s attention is called to the following forms which must be executed in full as required and submitted (as a sealed bid) at the time of bid opening:

PROPOSALS

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal.
2. Form B – Project Approach and Schedule.
3. Form C – Bidder’s Construction Experience.
5. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
6. Form F – Bonding (5%).
7. Form G – Non-Collusion Declaration.
8. Form H – Signature Page.

FAILURE TO COMPLETE AND SUBMIT THE ABOVE ITEMS MAY BE CAUSE FOR THE TRIBE TO CONSIDER THE BID IRREGULAR AND BE REJECTED.

The following forms are to be executed after the Award:

1. Contract: To be executed by the successful bidder and the Tribe.
2. Contract Bond (Performance and Payment Bond).
3. Insurance Certificates.
4. Labor and Industry Forms.
PROPOSAL REQUIREMENTS

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal.
2. Form B – Project Approach and Schedule.
3. Form C – Bidder’s Construction Experience.
5. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
6. Form F – Bonding (5%).
7. Form G – Non-Collusion Declaration.
8. Form H – Signature Page.

EVALUATION CRITERIA

Upon receipt, the Chehalis Tribe will evaluate each proposal based on the criteria located on the following page.
### Proposal Evaluation Criteria

<table>
<thead>
<tr>
<th>Bid Proposal (Form A):</th>
<th>Total Bid amount will be scored on a sliding scale based on rank of individual bidders and range of variation in bid amounts.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Where an Indian-owned economic enterprise whose Indian ownership consists of the Chehalis Tribe or enrolled Chehalis tribal member(s) submits a bid for a contract, preference for that Indian-owned economic enterprise shall be exercised over other bidders in the following manner: 10% reduction in the bid prices for Chehalis Indian-owned economic enterprises that exceed the lowest price of another qualified bidder by no more than 10% of that other bidder’s bid price applied for the purpose of scoring in this evaluation section.</td>
</tr>
<tr>
<td></td>
<td>40 Points</td>
</tr>
<tr>
<td>Project Approach and Schedule (Form B):</td>
<td>Project approach must demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability.</td>
</tr>
<tr>
<td></td>
<td>30 Points</td>
</tr>
<tr>
<td>Bidder’s Construction Experience (Form C):</td>
<td>Form must be completed in its entirety; do not leave anything blank. Proposal will be evaluated on how thoroughly questions are answered and the level of experience the Bidder has in projects of similar scope.</td>
</tr>
<tr>
<td></td>
<td>5 Points</td>
</tr>
<tr>
<td>Safety Plan (Form D):</td>
<td>The Bidder shall submit a Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code. Additionally the Safety Plan shall address project specific work elements.</td>
</tr>
<tr>
<td></td>
<td>15 Points</td>
</tr>
<tr>
<td>Indian Preference (Form E):</td>
<td>Preference will be given to qualified proposals where Contractor and/or any subcontractors are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.</td>
</tr>
<tr>
<td></td>
<td>10 Points</td>
</tr>
<tr>
<td>Bonding (Form F):</td>
<td>Proposals are required to provide a 5% bid bond in order to be considered a responsive bid proposal.</td>
</tr>
<tr>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Non-Collusion Declaration (Form G):</td>
<td>Proposals are required to include the Non-Collusion Declaration in order to be considered a responsive bid proposal.</td>
</tr>
<tr>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Signature Page (Form H):</td>
<td>Proposals are required to include the Signature Page in order to be considered a responsive bid proposal.</td>
</tr>
<tr>
<td></td>
<td>Pass/Fail</td>
</tr>
<tr>
<td><strong>TOTAL POINTS:</strong></td>
<td><strong>100 Points</strong></td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Mobilization (includes any incidentals/bond/etc.)</td>
</tr>
<tr>
<td>2</td>
<td>Demolition</td>
</tr>
<tr>
<td>3</td>
<td>Erosion Control</td>
</tr>
<tr>
<td>4</td>
<td>Clearing &amp; Grubbing</td>
</tr>
<tr>
<td>5</td>
<td>Grading</td>
</tr>
<tr>
<td>6</td>
<td>Stormwater System</td>
</tr>
<tr>
<td>7</td>
<td>Conc. Surfacing (Incl. Sidewalks, Curbs, Ramps &amp; Islands)</td>
</tr>
<tr>
<td>8</td>
<td>Asphalt Paving</td>
</tr>
<tr>
<td>9</td>
<td>Traffic Signal &amp; Illumination System</td>
</tr>
<tr>
<td>10</td>
<td>Pavement Markings</td>
</tr>
<tr>
<td>11</td>
<td>Permanent Signing</td>
</tr>
<tr>
<td>12</td>
<td>Traffic Control</td>
</tr>
<tr>
<td>13</td>
<td>Surveying</td>
</tr>
<tr>
<td>14</td>
<td>Clean-Up &amp; Restoration</td>
</tr>
<tr>
<td>15</td>
<td>Record Drawings</td>
</tr>
</tbody>
</table>

**Total Base Bid**

The total base bid amount is to be calculated and entered here.

**FORM A: BID PROPOSAL / SCHEDULE OF VALUES**

**93RD AVENUE NORTHBOUND RAMP IMPROVEMENTS**

Bidder: ________________________________
FORM B: PROJECT APPROACH AND SCHEDULE

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

REQUEST FOR PROPOSAL

93RD AVENUE NORTHBOUND RAMP IMPROVEMENTS

PROJECT APPROACH

The 93rd Avenue Northbound Ramp Improvements project includes improvements to the on and off ramp for the 93rd Avenue / I-5 Interchange. Improvements will modify the current on ramp, off ramp, intersection, and construct a traffic signal on 93rd Avenue. Work elements for this project include: temporary erosion control, clearing and grubbing, excavation, storm water, illumination installation, paving, pavement markings, sign installation, traffic signal installation, traffic control and other work.

CONSTRUCTION APPROACH

The Bidder shall provide detail on how they will address the following items:

1. Address subcontractor scope and coordination. List all subcontractors and specific works items they will be completing.

2. Provide a detailed narrative describing your traffic control plan. This must include the following:
   - A detailed description of your construction sequence.
   - Will there be any road closures and if so for how long?
   - Will you be completing any nighttime or afterhours construction?
   - How many flaggers will you have and how/where will they be used?
   - How will you accommodate pedestrians?
   - How will you ensure access to adjacent businesses?
   - Outline signage and illumination plan.
   - Describe your plan during heavy traffic congestion. How will you ensure traffic doesn’t get backed up on adjacent roadways?
   - Provide a traffic control project schedule showing each phase affecting traffic and the planned method of handling traffic by phase including length of time of any road closures.

3. Describe material and equipment staging. Attach a diagram identifying locations where material and equipment that is delivered or staged on-site will be located. Identified staging area must be provided to us in writing showing you have landowner approval.

4. Present in the proposal, the coordination of items with long lead deliveries to complete project in the most time- and cost-effective manner. The project schedule will be evaluated to assess the Bidder’s approach to complete the project. Project schedules must also demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability.
PROJECT SCHEDULE

Include a preliminary Type A progress schedule for the project, by activity, in accordance with Section 1-08.3 (2)B, of the WSDOT Standard Specifications indicating when each activity will be accomplished. Identify any significant milestones or deadlines. Include due dates for all deliverables. The schedule must include all construction activities and provide adequate detail to establish an acceptable and realistic construction duration and sequence to complete the project.
FORM C: BIDDER’S CONSTRUCTION EXPERIENCE

NOTE: All questions must be answered and the data given must be clear and comprehensive. If necessary, include separate sheets.

6.1. How many years has your organization been in business as a Contractor?

6.2. How many years has your organization been in business under this present business name?

6.3. Under what other or former names has your organization operated?

6.4. If your organization is a corporation, answer the following:

- Date of incorporation:
- State of incorporation:
- Presidents name:

6.5. If your organization is a partnership, answer the following:

- Date of organization:
- Type of partnership (if applicable):
- Names of general partner:

6.6. If your organization is individually owned, answer the following:

- Date of organization:
- Name of owner:

6.7. Describe the general character of work performed by your company.

6.8. On a separate sheet, list major construction contracts your organization has in progress, giving the name of the project, owner, contract amount, percent complete, and scheduled completion date.

6.9. Have you ever failed to complete any work awarded to you? If so, why and where?
6.10. Have you ever defaulted on a Contract? If yes, provide details on separate sheet.

6.11. List projects of similar scope completed by your company. Include the approximate cost for each, the client, and the month and year completed. Be sure to list all previous experience with construction of roundabouts.

6.12. List the major equipment available for this contract.

6.13. On a separate sheet, list jobs completed that are of similar type and magnitude to this project, include: project name, description of work performed, completion date, client name, reference phone number, and dollar value.

6.14. State the average annual amount of construction work performed during the past five years.

6.15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Tribe?

6.16. List all claims and litigations for similar projects performed during the past 5 years.

6.17. Name of Organization: ________________________________

Signature: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________
FORM D: SAFETY PLAN
CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION
REQUEST FOR PROPOSAL
93RD AVENUE NORTHBOUND RAMP IMPROVEMENTS

The Bidder shall submit a project-specific Safety Plan in accordance with Title 11.10 Construction Safety of the Chehalis Tribal Code, available at:

http://www.codepublishing.com/WA/ChehalisTribe/#!/chehalistribe11/ChehalisTribe1110.html#11.10

The Safety Plan must describe how site-specific construction safety will be ensured in the following areas:

- Personal protective equipment.
- Worksite housekeeping.
- Employee training.
- Fall protection.
- Emergency response/accidents/injury response including investigations and reporting.
- Fire protection.
- Hand and power tools.
- Heavy equipment/vehicles.
- Material handling and storage.
- Confined space.

Describe your policy for employee safety, including all subcontractors, and how you handle non-compliance with on-site safety. List all employees, including subcontractors, that have completed safety training such as:

- First aid/CPR/blood borne pathogens.
- Heavy equipment operator.
- Hazardous waste operations and emergency response (HAZWOPER).

Additionally the Safety Plan shall address the following project specific work elements:

1. Spill Prevention, Control, and Countermeasures Plan (SPCC Plan).

   The Bidder’s SPCC shall be in accordance with Section 1-07.15(1) of the WSDOT Standard Specifications.
FORM E: INDIAN PREFERENCE

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

REQUEST FOR PROPOSAL

93RD AVENUE NORTHBOUND RAMP IMPROVEMENTS

Preference will be given to qualified applicants who are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.

Additionally, preference will be given if a subcontractor(s) is identified and proof of enrollment in a federally recognized Indian tribe is submitted.
FORM F: BONDING

CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION

REQUEST FOR PROPOSAL

93RD AVENUE NORTHBOUND RAMP IMPROVEMENTS

BID BOND

A 5% bid bond per WSDOT Standard Specification 1-02.7 shall accompany each Bid.

CONTRACT BOND

(This is provided as information on what will be required of the successful bidder upon entering into a contract with the Chehalis Tribe.)

Bidders are not required to submit a Contract Bond as part of the RFP review process.

The successful bidder will be required to furnish a Performance Bond and Payment Bond written by a company licensed to do business in Washington in an amount equal to one hundred percent (100%) of the contract amount.

A performance and payment bond is a surety bond furnished by the Contractor and the Contractor’s surety that guarantees performance of the Work and payment to laborers, mechanics, subcontractors, and material suppliers. The Contract Bond is intended to provide protection to the Tribe for the Contractor’s obligations with respect to construction and post construction phases of the Project.
FORM G: NON-COLLUSION DECLARATION

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

- That the undersigned person (s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

- That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities, call 1-800-424-9071.

The US Department of Transportation operates the above toll free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time. Anyone with knowledge of possible rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

This hotline is part of the USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated as confidential and caller anonymity will be respected.
FORM H: SIGNATURE PAGE

The undersigned hereby certifies that he/she has examined the location of: **39th Avenue Northbound Ramp Improvements*** and has read and thoroughly understands the plans, specifications, and contract governing the work in this improvement. The undersigned is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned proposes to undertake and complete the work in this improvement.

ADDENDA ACKNOWLEDGEMENT

Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Receipt Date</th>
<th>Signed Acknowledgement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Proposal.

________________________________________________________________________________________

Bidder

________________________________________________________________________________________

Date

________________________________________________________________________________________

Contractor’s Unified Business Identifier (UBI) No.

________________________________________________________________________________________

Contractor’s License No.

________________________________________________________________________________________

Contractor’s DUNS No.

________________________________________________________________________________________

Contractor’s DOR State Excise Tax Reg. No.

________________________________________________________________________________________

By:  

Authorized Official

Address:

________________________________________________________________________________________
Special Provisions
SPECIAL PROVISIONS

I-5 Northbound Ramp / 93rd Avenue Intersection Improvements

INTRODUCTION
The following Amendments and Special Provisions shall be used to modify the 2018 edition of the Standard Specifications for Road, Bridge, and Municipal Construction.

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

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project. The Contractor is required to obtain all amendments and apply those amendments as required.

The Contractor shall be responsible for obtaining and implementing all applicable Amendments to the Standard Specifications.

Special Provisions
The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 edition of the Standard Specifications for Road, Bridge and Municipal Construction (English), and the foregoing Amendments to the Standard Specifications.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
This project is privately funded and will provide a fully actuated traffic signal system at the I-5 Northbound Ramp / 93rd Avenue intersection. Other project work elements include: roadway excavation including haul, miscellaneous removals, grading, surfacing, paving, pavement markings, illumination, erosion control, permanent signing, traffic signal interconnect, traffic control, and other work shown on the Plans and these Special Provisions. This private project will be bid, and payment administrated, on a Lump Sum basis.

Control of Work

Conformity with and Deviations from Plans and Stakes
Section 1-05.4 is supplemented with the following:

Contractor Surveying - Roadway
The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization, and pavement marking, illumination and
signals, guardrails, and barriers, and signing. Except for the survey control data to be furnished by the Project Surveyor, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

1. Verify the primary horizontal and vertical control furnished by the Project Surveyor, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to WSDOT, if requested. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes.

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails, and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
The Contractor shall provide WSDOT copies of any calculations and staking data when requested by WSDOT.

The Contractor shall provide with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Project Surveyor will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

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

<table>
<thead>
<tr>
<th></th>
<th>Vertical</th>
<th>Horizontal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slope stakes</td>
<td>±0.10 feet</td>
<td>±0.10 feet</td>
</tr>
<tr>
<td>Subgrade grade stakes set</td>
<td>±0.01 feet</td>
<td>±0.5 feet (parallel to alignment)</td>
</tr>
<tr>
<td>0.04 feet below grade</td>
<td>±0.01 feet</td>
<td>±0.5 feet (normal to alignment)</td>
</tr>
<tr>
<td>Stationing on roadway</td>
<td>N/A</td>
<td>±0.1 feet</td>
</tr>
<tr>
<td>Alignment on roadway</td>
<td>N/A</td>
<td>±0.04 feet</td>
</tr>
<tr>
<td>Surfacing grade stakes</td>
<td>±0.01 feet</td>
<td>±0.5 feet (parallel to alignment)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>±0.1 feet (normal to alignment)</td>
</tr>
<tr>
<td>Roadway paving pins for</td>
<td>±0.01 feet</td>
<td>±0.2 feet (parallel to alignment)</td>
</tr>
<tr>
<td>surfacing or paving</td>
<td></td>
<td>±0.01 feet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(normal to alignment)</td>
</tr>
</tbody>
</table>

WSDOT may spot-check the Contractor's surveying. These will not change the requirements for normal checking by the Contractor. These spot-checks shall not relieve the Contractor of responsibility for the accuracy of the stakes.

When staking roadway 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.

The Contractor shall calculate coordinates for the alignment.

Stakes shall be marked in accordance with Standard Plan A-10.10.

**Cooperation With Other Contractors**

Section 1-05.14 is supplemented with the following:
(March 13, 1995)

Other Contracts Or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work:

*** Roadway widening on the north side of 93rd Avenue SW beginning at the east end of the existing Pilot Truck Stop driveway and extending east to the Kimmie Street intersection***

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Utilities and Similar Facilities

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.

Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project.

The addresses and telephone numbers of utility companies suspected of having facilities within the project limits are supplied for the Contractor's convenience and shown on the cover sheet of the Plans.

Public Convenience and Safety

Construction Under Traffic

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

There shall be no restrictions or interruptions to traffic on the day prior to a holiday or holiday weekend through the last day of the holiday or holiday weekend.

Lane restrictions shall be held to a minimum time and length needed for each operation. If the Project Engineer determines that the lane restrictions are causing congestion, the Contractor will be required to open all lanes to traffic until the congestion is eliminated.

Lane and Roadway Closures

Work requiring lane restrictions will be permitted during the following hours:

| State Route 121 (93rd Avenue) (Flagging Direction) |
|-----------------|-----------------|-----------------|
| Sun 9:00 pm     | to               | Mon 5:00 am     |
| Mon 9:00 pm     | to               | Tues 5:00 am    |
| Tues 9:00 pm    | to               | Wed 5:00 am     |
| Wed 9:00 pm     | to               | Thurs 5:00 am   |
| Thurs 9:00 pm   | to               | Fri 5:00 am     |
Fri  9:00 pm  to  Sat  7:00 am
Sat  9:00 pm  to  Sun  7:00 am

**I-5 NB Ramps**
Sun – Thurs 10 pm to 6:00 am (nightly)
A maximum of 5 closures will be allowed (none of the closures can occur consecutively).

Special events that generate increased traffic volumes through the work area may occur during the life of this project. Lane restrictions may be denied if severe traffic congestion is expected.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.

**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.

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

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

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

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

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance from Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10*</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
</tbody>
</table>
Prosecution and Progress

Time for Completion

Section 1-08.5 is supplemented with the following:

This project shall be physically complete within ***65** working days. Contract time shall begin on the first calendar day the Contractor starts onsite work.

Liquidated Damages

Section 1-08.9 is supplemented with the following:

The Developer agrees to pay the following interim liquidated damages from the JC account established with WSDOT for failure to open the traveled way as specified:

$ 500 liquidated damages per fifteen minutes for each fifteen-minute period (prorated to the nearest five minutes) that all lanes of ***SR 121*** are not open by the specified opening time following a single lane closure, or if the I-5 northbound ramps are not open by the specified opening time.

TEMPORARY TRAFFIC CONTROL

Traffic Control Management

**General**

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

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

- The Northwest Laborers-Employers Training Trust
  27055 Ohio Ave.
  Kingston, WA 98346
  (360) 297-3035

- Evergreen Safety Council
  12545 135th 12 Ave. NE
  Kirkland, WA 98034-8709
  1-800-521-0778 or
  (425) 814-3930

- The American Traffic Safety Services Association
Traffic Control Labor, Procedures and Devices

Traffic Control Procedures

One-Way Traffic Control

Section 1-10.3(2)A is supplemented with the following:

(******)
The total delay for any vehicle due to alternating one-way flagging operations shall be 15 minutes or less through the work area.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

HOT MIXED ASPHALT

Materials

Section 5-04.2 is supplemented with the following:

Mix Design – Obtaining Project Approval

Section 5-04.2(2) is supplemented with the following:

(January 3, 2011)
ESAL’s
The number of ESAL’s for the design and acceptance of the HMA shall be *** 7.5 million ***.

Construction Requirements

Material Transfer Device/Vehicle

Section 5-04.3(3)A including title is revised to read:

(August 1, 2011)
Material Transfer Vehicle Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30-feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08-feet or greater. A material transfer vehicle (MTV) shall be used to deliver the HMA from the hauling equipment to the paving machine. HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. The MTV shall mix the HMA after delivery by the hauling equipment and prior to lay down by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture.
Planing Bituminous Pavement

Section 5-04.3(14) is supplemented with the following:

(January 5, 2004)
The Contractor shall perform the planing operations no more than *** 2 *** calendar days ahead of the time the planed area is to be paved with HMA, unless otherwise allowed by the Engineer in writing.

General

In Section 5-04.3(10A), the second sentence of the third paragraph is revised to read as follows:

(December 11, 2008)
Use in all projects requiring HMA paving in the traveled lanes. Requires pneumatic tired rollers be used starting Sept. 1st in any year.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

EROSION CONTROL AND WATER POLLUTION CONTROL

Construction Requirements

Seeding, Fertilizing and Mulching

Seeding and Fertilizing

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

Seed of the following mix, rate and analysis shall be applied at the rates shown below on all areas requiring ***roadside***seeding within the project:

<table>
<thead>
<tr>
<th>Seed by Common Name and (Botanical name)</th>
<th>Pounds Pure Live Seed (PLS) Per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>***Colonial Bentgrass (Agrostis tenuis)</td>
<td>10</td>
</tr>
<tr>
<td>Creeping Red Fescue (Festuca rubra var. rubra)</td>
<td>40</td>
</tr>
<tr>
<td>Perennial Rye (Lolium perenne)</td>
<td>40</td>
</tr>
<tr>
<td>White Dutch Clover (Trifolium repens)</td>
<td>10</td>
</tr>
<tr>
<td>Total</td>
<td>100 ***</td>
</tr>
</tbody>
</table>
The seed shall be certified in accordance with WAC 16-302 and meet the following requirements:

- Prohibited Weed: 0% max.
- Noxious Weed: 0% max.
- Other Weed: 0.20% max.
- Other Crop: 0.40% max.

Seeds shall be certified “Weed Free,” indicating there are no noxious or nuisance weeds in the seed.

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients:

- Total Nitrogen as N: *** 135 *** pounds per acre.
- Available Phosphoric Acid as P$_2$O$_5$: *** 60 *** pounds per acre.
- Soluble Potash as K$_2$O: *** 60 *** pounds per acre.

*** 90 *** pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Project Engineer before use.

**Mulching**

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

If determined to be necessary for erosion control, straw mulch shall be spread over seeded areas at a rate of 80 pounds per 1,000 square feet if using blower or hand methods.

Wood cellulose fiber used as a mulch shall be suitable for application with hydroseeders as specified in Section 8-01.3(4)A. Wood cellulose fiber mulch shall be spread over seeded areas at a rate of 45 pounds per 1,000 square feet if using a hydroseeder. “Woodstraw” is an approved equal to “wood cellulose”.

**ROADSIDE RESTORATION**

**Compost Amended Vegetated Filter Strip**

**Description**

This work shall consist of constructing compost amended vegetated filter strip (CAVFS) with grass strip.
**Materials**

Materials shall meet the requirements of the following sections:

- Seed 9-14.2
- Fertilizer 9-14.3
- Mulch and Amendments (Fine Compost) 9-14.4

**Construction Requirements**

**Compost Cultivation**

Where the compost amended vegetated filter strip (CAVFS) is constructed, a blanket of fine compost shall be evenly spread over the specified areas as detailed in the plans. Fine compost shall be uniformly placed in all designated grass strip areas at the rate of 400 cubic yards per acre.

Compost amended soil shall be produced by uniformly cultivating fine compost into the underlying material to a depth of one foot below finished grade. Cultivation shall occur on the same day that the compost is applied.

Compost shall not be placed when a conditions exists, such as frozen soil or water saturated soil that may be detrimental to successful application, incorporation, or soil structure.

After the fine compost has been cultivated, the area shall be prepared, seeded, fertilized, and mulched, in accordance with Section 8-01.3(2).

**ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL**

**Description**

Section 8-20.1 is supplemented with the following:

This Work consists of installing a fully actuated traffic signal system, with interconnect system to I-5 southbound ramp traffic signal controller cabinet, new service cabinet, illumination system modification, and other work shown on the Plans.

**Materials**

Section 8-20.2(9-29) is supplemented with the following:

**Cabinet Lock Cores**

The Contractor shall coordinate purchasing Type B-14, Best 6-pin lock cores through Jack Roy (360-357-2645) at Olympic Region (OR) Stores. Only OR Stores can receive the core locks. The Contractor shall provide payment to the vendor. Sufficient quantity shall be provided to replace all of the construction cores included with the cabinet(s) installed in this Contract.

**Conduit, Innerduct, and Outerduct**

Rigid Metal Conduit Fittings and Appurtenances
Section 9-29.1(2) is supplemented with the following:

Split grounding end bushings shall be die-cast zinc electroplated steel, two piece split collars designed for use on rigid metal conduits without disconnecting or removing existing conductors. They may be either two screw clamp or hinged design and shall include a versatile grounding lug. The insuliner shall be temperature rated for 300°F (150°C) and provide mechanical protection for the raceway.

_Fiber Optic Cable, Electrical Conductors, and Cable_

**Electrical Conductors and Cable**

**Two-Conductor Shielded**

Section 9-29.3(2)E is revised to read as follows:

```
(******)
Two conductor shielded (2CS) cable shall have stranded 12 AWG (minimum) conductors and shall conform to IMSA Specification No. 50-2.
```

**Detector Loop Wire**

Section 9-29.3(2)F is supplemented with the following:

```
(******)
Detector loop conductors shall be No. 14 AWG stranded copper conductors, class B, with Type XLP/USE insulation or shall be No. 14 stranded copper conductors conforming to IMSA 51-3 or IMSA 51-5 requirements.
```

**Light and Signal Standards**

Section 8-20.2(9-29.6) is supplemented with the following:

**Traffic Signal Standards with APS Installations**

New traffic Signal Standards designated to have Accessible Pedestrian Signal (APS) Pushbuttons installed on them must be either round or 12-sided (dodecagon) poles. 8-sided (octagon) poles shall not be used in these locations. This restriction does not apply to the mast arm on Type II and Type III Signal Standards

(January 7, 2019)

**Traffic Signal Standards**

Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans.

All welds shall comply with the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. Welding inspection shall comply with Section 6-03.3(25)A Welding Inspection.
Hardened washers shall be used with all signal arm connecting bolts instead of lockwashers. All signal arm ASTM F 3125 Grade A325 connecting bolts tightening shall comply with Section 6-03.3(33).

Traffic signal standard types and applicable characteristics are as follows:

Type PPB  Pedestrian push button posts shall conform to Standard Plan J-20.10 or to one of the following pre-approved plans:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
<th>Sheet's 1, 2, 3 &amp; 4 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Ind. Inc.</td>
<td>DB01165 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Ameron Pole</td>
<td>WA15TR10-1 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Prod. Div.</td>
<td>WA15TR10-3 Rev. A</td>
<td></td>
</tr>
</tbody>
</table>

Type PS  Pedestrian signal standards shall conform to Standard Plan J-20.16 or to one of the following pre-approved plans:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
<th>Sheet's 1, 2, 3 &amp; 4 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Ind. Inc.</td>
<td>DB01165 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Ameron Pole</td>
<td>WA15TR10-1 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Prod. Div.</td>
<td>WA15TR10-2 Rev. B</td>
<td></td>
</tr>
</tbody>
</table>

Type I  Type I vehicle signal standards shall conform to Standard Plan J-21.15 or to one of the following pre-approved plans:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
<th>Sheet's 1, 2, 3 &amp; 4 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Ind. Inc.</td>
<td>DB01165 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Ameron Pole</td>
<td>WA15TR10-1 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Prod. Div.</td>
<td>WA15TR10-2 Rev. B</td>
<td></td>
</tr>
</tbody>
</table>

Type FB  Type FB flashing beacon standard shall conform to Standard Plan J-21.16 or the following pre-approved plan:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
<th>Sheet's 1, 2, 3 &amp; 4 of 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Ind. Inc.</td>
<td>DB01165 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Ameron Pole</td>
<td>WA15TR10-1 Rev. B</td>
<td></td>
</tr>
<tr>
<td>Prod. Div.</td>
<td>WA15TR10-2 Rev. B</td>
<td></td>
</tr>
</tbody>
</table>
Type RM  Type RM ramp meter standard shall conform to Standard Plan J-22.15 or the following pre-approved plan:

Fabricator  Drawing No.
Valmont Ind. Inc.  DB01165 Rev. B
                      Sht. 1, 2, 3 & 4 of 4
Ameron Pole Prod. Div.  WA15TR10-1 Rev. B and
                      WA15TR10-2 Rev. B

Type CCTV  Type CCTV camera pole standards shall conform to one of the following pre-approved Plans:

Fabricator  Drawing No.
Valmont Industries, Inc.  DB 01166 Rev. B
                      Sheet 1, 2, 3 and 4 of 4
Ameron Pole Product Div.  WA15CCTV01 Rev. B
                      Sheet 1 and 2 of 2

Type II  Characteristics:

Luminaire mounting height  N.A.
Luminaire arms  N.A.
Luminaire arm length  N.A.
Signal arms  One Only

Type II standards shall conform to one of the following pre-approved plans, provided all other requirements noted herein have been satisfied. Maximum (x) (y) (z) signal arm loadings in cubic feet are noted after fabricator.

Signal Arm Length (max)  Fabricator-(x) (y) (z)  Drawing No.
65 ft.  Valmont Ind. Inc.-(2894)  DB01162 Rev. B,
              Shts. 1, 2,3, 4 & 5 of 5
65 ft.  Ameron Pole-(2900)  WA15TR3724-1 Rev. C and
              Prod. Div.  WA15TR3724-2 Rev. D
                      Sheet 1 and 2 of 2

Type III  Characteristics:

Luminaire mounting height  30 ft.,
35 ft.,
40 ft.,
or 50 ft.
Luminaire arms  One Only
Luminaire arm type  Type 1
Luminaire arm length (max.)  16 ft.
Type III standards shall conform to one of the following pre-approved plans, provided all other requirements noted herein have been satisfied. Maximum (x) (y) (z) signal arm loadings in cubic feet are noted after fabricator.

<table>
<thead>
<tr>
<th>Signal Arm Length (max)</th>
<th>Fabricator-(x) (y) (z)</th>
<th>Drawing No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>65 ft.</td>
<td>Valmont Ind. Inc.- (2947)</td>
<td>DB01162 Rev. B, Shts. 1, 2, 3, 4 &amp; 5 of 5 and &quot;J&quot; luminaire arm</td>
</tr>
</tbody>
</table>

The luminaire arm

Type IV

Type IV strain pole standards shall be consistent with details in the plans and Standard Plan J-27.15 or one of the following pre-approved plans:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Industries, Inc.</td>
<td>DB01167, Rev. B Sheets 1 and 2</td>
</tr>
<tr>
<td>Ameron Pole Prod. Div.</td>
<td>WA15TR15 Rev. A Sheet 1 and 2 of 2</td>
</tr>
</tbody>
</table>

Type V

Type V combination strain pole and lighting standards shall be consistent with details in the plans and Standard Plan J-27.15 or one of the following pre-approved plans:

<table>
<thead>
<tr>
<th>Fabricator</th>
<th>Drawing No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valmont Industries, Inc.</td>
<td>DB01167, Rev. B Sheets 1 and 2</td>
</tr>
<tr>
<td>Ameron Pole Prod. Div.</td>
<td>WA 15TR15 Rev. A Sheet 1 and 2 of 2</td>
</tr>
</tbody>
</table>

1. The luminaire arm shall be Type 1, 16 foot maximum and the luminaire mounting height shall be 40 feet or 50 feet as noted in the plans.

Type SD

Type SD standards require special design. All special design shall be based on the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and pre-approved plans and as follows:

1. A 115 mph wind loading shall be used.
2. The Mean Recurrence Interval shall be 1700 years.

3. Fatigue category shall be III.

Complete calculations for structural design, including anchor bolt details, shall be prepared by a Professional Engineer, licensed under Title 18 RCW, State of Washington, in the branch of Civil or Structural Engineering or by an individual holding valid registration in another state as a civil or structural Engineer.

All shop drawings and the cover page of all calculation submittals shall carry the Professional Engineer's original signature, date of signature, original seal, registration number, and date of expiration. The cover page shall include the contract number, contract title, and sequential index to calculation page numbers. Two copies of the associated design calculations shall be submitted for approval along with shop drawings.

Details for handholes and luminaire arm connections are available from the Bridges and Structures Office.

Foundations for various types of standards shall be as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPB</td>
<td>As noted on Standard Plan J-20.10</td>
</tr>
<tr>
<td>PS</td>
<td>As noted on Standard Plan J-21.10</td>
</tr>
<tr>
<td>I</td>
<td>As noted on Standard Plan J-21.10</td>
</tr>
<tr>
<td>FB</td>
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<tr>
<td>RM</td>
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</tr>
<tr>
<td>CCTV</td>
<td>As noted on Standard Plan J-29.15</td>
</tr>
<tr>
<td>II</td>
<td>As noted in the Plans.</td>
</tr>
<tr>
<td>III</td>
<td>As noted in the Plans.</td>
</tr>
<tr>
<td>IV</td>
<td>As noted in the Plans and Standard Plan J-27.10</td>
</tr>
<tr>
<td>V</td>
<td>As noted in the Plans and Standard Plan J-27.10</td>
</tr>
<tr>
<td>SD</td>
<td>As noted in the Plans.</td>
</tr>
</tbody>
</table>

**Equipment List And Drawings**

Section 8-20.2(1) is supplemented with the following:

(March 13, 1995)

If traffic signal standards, strain pole standards, or combination traffic signal and lighting standards are required, final verified dimensions including pole base to signal mast arm connection point, pole base to light source distances (H1), mast arm length, offset distances to mast arm mounted appurtenances, and orientations of pole mounted appurtenances will be furnished by the Engineer as part of the final approved shop drawings prior to fabrication.
Control Cabinet Assemblies
Section 9-20.13 is supplemented with the following:

(January 2, 2018)
Uninterruptible Power Supply (UPS)
Each UPS System shall provide battery backup power to the cabinet to which it is connected in the event of loss or failure of normal utility power. Each UPS system shall be constructed for full on line configuration (line interactive type), providing automatic voltage regulation and power conditioning when operating on normal utility power. The transfer between utility power and battery power shall not interfere with the normal operation of the connected downstream cabinet.

Each UPS System shall be capable of supplying a minimum 1000W load at 120 VAC for a minimum number of hours depending on the number of batteries specified:

- Four batteries: Minimum 4 hours run time.
- Eight batteries: Minimum 8 hours run time.

Each UPS System shall be composed of the following equipment:

UPS Cabinet Construction
Each UPS Cabinet shall be constructed as follows. The equipment shall be installed within the cabinet as shown in the Plans.

1. The cabinet shall be designated Type 331, consisting of Housing 1B and Mounting Cage 1 as described in the CalTrans TEES. The housing shall use 0.125 inch minimum thickness 5052 H32 ASTM B209 alloy aluminum, with bare mill finish. The exterior shall not be anodized or painted.

2. Each cabinet door shall be provided with:
   a. A three point latch system. Locks shall be spring loaded construction locks capable of accepting a Best 6 pin core. A 6 pin construction core of the type (blue, green, or red) specified in the contract shall be installed in each core lock. One core removal key and two standard keys shall be included with each cabinet and delivered to the Engineer.
   b. A one piece, closed cell, neoprene gasket.
   c. A two position doorstop assembly. The doorstops shall hold the door open at both 90 degrees and 180 +/- 10 degrees.

3. Cabinet lighting shall be provided by two LED light strips. Each LED light strip shall be approximately 12 inches long, have a minimum output of 320 lumens, and have a color temperature of 4000K (cool white) plus or minus 400K. Lighting shall not interfere
with the proper operation of any other ceiling or shelf mounted equipment. All lighting fixtures shall energize whenever any door is opened. Each door switch shall be labeled “Light”. Both light strips shall be ceiling mounted - rack mounted lights are not allowed. One light strip shall be installed over the front face of the rack and the second shall be installed over the rear face of the rack. Each light strip shall be oriented parallel to the door face, and placed such that the associated face of the rack and the rack mounted equipment is illuminated.

4. Cabinet ventilation shall be as described in the TEES for a Type 332L cabinet. The door vent filter shall be a 12 inch by 16 inch by 1 inch thick (nominal) disposable paper filter.

5. A UPS Service Panel, installed on the left side of the cabinet as viewed from the front. This service panel shall include the following, positioned as shown in the Plans:

   a. Two three-position terminal blocks. Each terminal block shall be labeled “Power IN” or “Power OUT” as appropriate.

   b. Two 120V 1P-15A circuit breakers, one each for the cabinet lighting and the cabinet ventilation (fan and thermostat).

   c. A Tesco TES-10B (or equivalent) Surge Suppressor.

   d. A HESCORLS LF60X (or equivalent) Line Filter.

   e. A neutral (AC-) bus bar, with minimum 10 connections.

   f. A ground bus bar, with minimum 10 connections.

6. Three battery shelves, each 0.5U (Rack Unit) in height. Each shelf shall be vented and capable of supporting three AlphaCell 240XTV batteries without visibly flexing. Each shelf shall span the full width and depth of the rack, and be secured to all of the rack verticals.

7. One drawer shelf, 1U in height.

8. A Generator Transfer Switch (GTS) and enclosure, meeting the requirements of Section 9-29.13(8). The GTS shall be installed in place of the Police Panel Switch enclosure as shown on a Type 332L cabinet. The lock shall have an aluminum rain shield cover riveted to the cabinet housing.

**UPS System Components**

The following UPS System Equipment shall be provided and installed within the cabinet as shown in the Plans. All equipment shall be from Alpha Technologies unless otherwise noted.

1. One UPS Controller, model FXM 2000 w/SNMP module operating at 120 VAC, Part Number (P/N) 017-232-31. The UPS Controller
shall include the 19" EIA rack mount kit, P/N 740-697-21, and support shelf, P/N 3610030085.

2. One Universal Automatic Transfer Switch (UATS) Accessory Shelf Assembly (P/N 020-168-25), consisting of a Surge Arrestor Assembly (P/N 740-755-21), UATS (P/N 020-165-21), and 120V Single Duplex Plate (P/N 740-748-23).

3. Four or eight AlphaCell 240XTV Batteries, as required by the Contract. Where four batteries are required, they shall be installed with two each on the middle and lower battery shelves. Where eight batteries are required, the upper and middle battery shelves shall hold three batteries each, with the remaining two installed on the lower battery shelf. Batteries shall be labeled with their string ID and number in the string. The first four batteries shall be labeled A1 through A4, and the second four batteries (when required) shall be labeled B1 through B4.


5. 48V Battery Cable Kit, 10ft in length with 1/4-20 termination(s), P/N 740-628-27. Where eight batteries are required, a second battery cable kit and a Y-Connector (P/N 870-601-21) shall also be included.

6. Battery Heater Mats, one per shelf with batteries installed, sized for the number of batteries present on that shelf. Each mat shall run on 120VAC and be plugged into the duplex receptacle on the Accessory Shelf Assembly.

Three sets of cabinet drawings and maintenance and operations manuals shall be provided. Two sets shall be hard copies in paper format and placed in the cabinet drawer shelf. The third shall be electronic in PDF format and provided on a portable USB flash drive (stick) and placed in the cabinet drawer shelf.

Contact information for Alpha Technologies:

Alpha Technologies, Inc.
3767 Alpha Way
Bellingham, WA 98226
Phone: (360) 647-2360
E-mail: alpha@alpha.com
Website: www.alpha.ca

Manufacturing Quality

Traffic Signal Controller Assembly Testing
Item 1 of Section 9-29.13(2)A is supplemented with the following:

(******)
The designated testing facility is the WSDOT Materials Laboratory located at 1655 S 2nd AVE, Tumwater, WA 98512. See web page http://www.wsdot.wa.gov/Business/MaterialsLab/ContactUs.htm for directions.

Section 9-29.13(2)A is supplemented with the following:

(******)

Pickup
After the scheduled tests for the traffic signal controllers and cabinets have been completed, the WSDOT Materials Lab will transfer the signal equipment to the WSDOT Olympic Region Signal Shop for additional testing.

The Contracting Agency will notify the Contractor when the testing is complete. The Contractor, within at least three (3) working days advance notice, shall make arrangements with the WSDOT Olympic Region Signal Shop, located at 5720 Capitol Blvd. Tumwater, WA., for pickup of traffic signal controllers and cabinets. The point of contact is the Olympic Region Signal Superintendent, at (360) 357-2616. If the Contractor does not pick up the controller and cabinets on the agreed upon day, they will be delivered by postal carrier, freight collect. The signal cabinet shall be powered within seven (7) calendar days after installation and/or pick up to maintain cabinet environmental requirements, unless otherwise approved by the Project Engineer.

NEMA, Type 170E, 2070 Controllers and Cabinets

Cabinets for Type 170E and 2070 Controllers

Section 9-29.13(10)D is supplemented with the following:

(******)

Type 2070 Controllers and Cabinets
Type 2070 controllers for traffic signal systems shall be housed in a Model 342LX ITS/ATC cabinet. Type 342LX cabinets shall be constructed in accordance with the TEES with the following modifications:

1. The cabinet housing and rack cage shall be constructed as shown in Standard Plan J-12.16, using Cabinet Housing #3 and two ITS Cages. The cabinet housing shall be constructed from aluminum meeting the requirements of Standard Specification 9-29.13(10)C, Item 1. The housing shall not be painted, powder-coated, or anodized.

2. Each door shall be furnished with the equipment listed in Standard Specification 9-29.13(10)C, Item 5. The police panel shall be located as shown in Standard Plan J-12.16.

3. The cabinet shall be furnished with the auxiliary equipment described in Standard Specification 9-29.13(10)B. The PDA shall be PDA #2LX.
4. Lighting shall be LED type, meeting the requirements of Standard Specification 9-29.13(10)D, Item 6, shall be provided and installed in the locations shown in Standard Plan J-12.16.

5. Disposable paper filter elements with dimensions of 12" x 16" x 1" shall be provided in place of metal filters. The filters shall be secured in the filter holders with a louvered aluminum cover. The maximum depth of the cover shall not be more than 0.5 inches to ensure that the filters will be flush against the door. No incoming air shall bypass the filter element.

6. The right side of the cabinet, when viewed from the front, shall be considered the Traffic Signal Control side. The left side of the cabinet, when viewed from the front, shall be considered the ITS/Comm side.

7. The Traffic Signal Control side of the cabinet shall include all equipment and side panels as shown in Standard Plan J-80.10, including Output File #2LX. Field wiring terminals shall be labeled in accordance with the Field Wiring Chart. The receptacle strip shall be a 12-position AC outlet strip (6 positions for face), with right angle (vertically oriented) widely spaced outlets to accommodate transformer plugs.

8. The ITS/Comm side of the cabinet shall be furnished with the following equipment:
   a. Side panels shall be Service Panel #1 and an ITS Panel. The side panels shall be installed such that the ITS/Comm side service panel is back to back with the Traffic Signal Control side service panel.
   b. One drawer shelf, installed at the same height as the Traffic Signal Control side drawer shelf.
   c. One equipment shelf, installed 8 rack units below the drawer shelf.
   e. One receptacle strip as described in Item 7 above, for a total of two in the cabinet (one per rack).

The following modules shall be provided in each cabinet:

- Six Flash Transfer Relays.
- Two Model 204 Circuit Flashers (15 Amp)
- Four Model 242 DC Isolators
- One GTT Model 764 Phase Selector
- One EDI Model 2010ECLip Conflict Monitor (CMU)

The following modules shall be provided in sufficient quantity in each cabinet based on the needs of the individual traffic signal system:

- Model 300-OICL Load Switches (15 Amp)
- Model LMD-602t Detectors (for induction loops)

**Output File #2LX Modifications**

Supplemental load resistors meeting the requirements and performing the functions described in Standard Specification 9-29.13(10)B, Item 5, shall also be installed on the following terminal circuits in Output File #2:
Cabinet Wiring Diagram
Two sets of hard copy wiring diagrams and drawing sheets, meeting the requirements of the TEES, shall be provided for each cabinet. An electronic copy in PDF format shall also be provided on a USB memory stick. Wiring diagrams, drawing sheets, and USB sticks shall be placed in the drawer shelf for the applicable cabinet.

Additional Equipment
Each signal cabinet shall be provided with the following additional equipment:

- One Econolite 2070 Controller with ASC/3 Software.
- One Econolite 2070 ASC2/M Master Controller (cabinets designated as “Master” in the Plans only).
- All required supporting equipment for the controller(s).

Vehicular Signal Heads, Displays, and Housing

Traffic Signal Cover

Section 9-29.16(4) is supplemented with the following:

(******)
When properly covered, no lenses, visors, or backplates shall be visible. Plastic bags are not an approved signal head covering.

At any intersection where there is a combination of operational and covered signal heads, signal head covers shall be yellow or orange in color.

Signal Head Mounting Brackets and Fittings

Section 9-29.17 is supplemented with the following:

(******)
The plumbizer required for the Type M mount shall provide a wireway capable of accepting a 5-conductor cable without damage to the sheath, shall include three stainless steel set screws, and shall be mounted with a 3/8 inch stainless steel through-bolt with washers.

Video Detector

Section 9-29.18 is supplemented with the following:

(******)

Radar Detectors

Each Radar Detector shall be a complete Wavetronix system as shown in the contract plans for each signal system. Each signal system requires the following
equipment in sufficient quantity to construct and operate a radar advance
detection system with the number of radar units shown in the Plans:

- Stop Line Detection: Wavetronix SmartSensor Matrix SS-225
- Advance Detection: Wavetronix SmartSensor Advance Extended
  Range SS-200E
- Wavetronix Sensor Mount: SS-611
- Click 656 Cabinet Interface Unit
- Click 656 3U Mounting Shelf: 102-0462
- Wavetronix Sensor Cable: SS-704-XX (where XX is the total length
  required, in feet).
- Wavetronix Home Run Cable: ATP-Matrix 2 Cable (2#18 / 6#22)
- Wavetronix SS-710 Junction Box
- Wavetronix RS-485 to USB Converter Cable: WX-100-0281
- SDLC Cable(s) for connecting the Click 656 to the 2070 Controller.

The Contractor shall have a Wavetronix technician perform the final setup and
calibration of the Wavetronix sensor units.

Induction Loop Detectors

Section 9-29.18(1) is supplemented with the following:

(******)

Induction Loop Sealant
Induction loop sealant shall be installed in accordance with the
manufacturer's recommendations and shall be one of the following:

1. Crafco, Inc. – Loop Detector Sealant 271
2. QCM Industrial – EAS-14 Epoxy Adhesive System Loop
3. Detector Sealant Type 1 – High Viscosity.
4. Thoroc, Degussa Building Systems – Gold Label Flex 1P (one-
   part sealant).

Pedestrian Signals

Section 9-29.20 is supplemented with the following:

(******)

Accessible Pedestrian Signal
Each accessible pedestrian signal (APS) shall be a complete APS pushbutton
system at each pedestrian pushbutton location shown in the Plans. Equipment
shall be a Polara 4 Wire Navigator (Part Number EN43TN1-B), black in color,
with an integral 9" x 15" R10-3e sign. Each unit requires a PHCU4W module
and interconnect cable for its associated pedestrian signal display. Each
interconnect cable may be obtained from Polara, or it may be supplied by the
Contractor. Contractor provided interconnect cable shall be four conductor cable
meeting the requirements of Section 9-29.3(2)B unless otherwise designated in the Plans.

Only one Polara Navigator Configurator controller is required under this Contract.

Dual button adaptor brackets are required for all installations with two APS pushbuttons on the same Type PPB, Type PS, or Type I Signal Standard. Where dual button adaptor brackets and extension brackets are required, they shall be obtained from Polara. Brackets and extensions from other manufacturers shall not be used.

All units shall include speech messages ordered from the manufacturer and pre-installed prior to installation. An electronic copy of the speech messages shall be provided on a flash drive and placed in the cabinet drawer or drawing envelope. Speech messages shall be activated upon completion of installation.

Speech messages shall be provided in the following format:
- “Wait.”
- “Wait to cross ___ (A)____ at ____ (B)____.”
- “Walk sign is on to cross ___ (A)____.”

The following table lists the entries for (A) and (B) above:

<table>
<thead>
<tr>
<th>Street (A)</th>
<th>Street (B)</th>
<th>Arrow Direction</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate Five Northbound</td>
<td>Ninety-Third Avenue</td>
<td>R</td>
<td>2</td>
</tr>
<tr>
<td>Ramp</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Order forms shall be completed by the Contractor using the information presented above.

**Construction Requirements**

**General**
Section 8-20.3(1) is supplemented with the following:

**Removed Equipment**
The existing *** 4 (four) luminaires along 93rd Avenue SW, 2 (two) luminaires serving southbound off-ramp, and 2 (two) luminaires serving the northbound on-ramp *** to be removed shall become the property of the Developer's Contractor.

All other existing electrical equipment and materials designated to be removed shall become the property of the Contractor and be removed from the project.

**Serving Utility Connection**
Service connections are subject to serving utility requirements. The Developer’s Contractor is responsible for determining the serving utility requirements for all equipment installed from the meter to the point of connection to the utility system, including the meter location. Customer owned equipment installed as part of the...
service connection shall be Code compliant, but is still subject to utility approval. All costs associated with the materials, equipment, and labor required to install a service connection are included in the lump sum bid price for the associated Illumination System, Traffic Signal System, or Intelligent Transportation System as designated in the Plans.

**Junction Boxes, Cable Vaults, and Pull boxes**

The first paragraph of Section 8-20.3(6) is revised to read as follows:

(*******)

After final electrical inspection and acceptance is completed by the Contracting Agency Electrical Inspector, the Contractor shall weld all electrical junction box lids closed. Each side of the junction box shall have a one inch weld at the midpoint for a total of four welds per box. Welds shall be of consistent width and penetration and free of sharp edges and slag. Each weld shall be cleaned and painted with an approved zinc rich paint.

Standard Duty and Heavy-Duty junction boxes, pull boxes, and cable vaults shall be installed at the location specified in the Plans. Locations may be field adjusted to match grade, curb or sidewalk edges, or to avoid obstructions, with the approval of the Engineer. Junction boxes shall be located such that no conduit run exceeds 200 feet in length, as measured from outlet to outlet (does not apply to pull boxes or cable vaults). Junction boxes receiving stub conduits from signal poles or light standards shall not be placed more than ten feet from the pole served. The Contractor may install, at no expense to the Contracting Agency, such additional boxes as may be desired to facilitate the Work or to accommodate the requirements of the material used by the Contractor. Junction box installation shall conform to the details in the Standard Plans.

**Wiring**

Section 8-20.3(8) is supplemented with the following:

(March 13, 1995)

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<thead>
<tr>
<th>Field Wiring Chart</th>
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<td>503-510</td>
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<td>511-515</td>
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<table>
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<tbody>
<tr>
<td>Vehicle Head</td>
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Green Auxiliary  619  629  639  649  659  669  679  689  699

Pedestrian Heads & Dets.
Hand  711  721  731  741  751  761  771  781  791
Man  712  722  732  742  752  762  772  782  792
AC-  713  723  733  743  753  763  773  783  793
Detection  714  724  734  744  754  764  774  784  794
Common-Detection  715  725  735  745  755  765  775  785  795
Spare  716  726  736  746  756  766  776  786  796
Spare  717  727  737  747  757  767  777  787  797
Spare  718  728  738  748  758  768  778  788  798
Spare  719  729  739  749  759  769  779  789  799

Detection
AC+  811  821  831  841  851  861  871  881  891
AC-  812  822  832  842  852  862  872  882  892
Common-Detection  813  823  833  843  853  863  873  883  893
Detection A  814  824  834  844  854  864  874  884  894
Detection B  815  825  835  845  855  865  875  885  895
Loop 1 Out  816  826  836  846  856  866  876  886  896
Loop 1 In  817  827  837  847  857  867  877  887  897
Loop 2 Out  818  828  838  848  858  868  878  888  898
Loop 2 In  819  829  839  849  859  869  879  889  899
Supplemental Detection
Loop 3 Out  911  921  931  941  951  961  971  981  991
Loop 3 In  912  922  932  942  952  962  972  982  992
Loop 4 Out  913  923  933  943  953  963  973  983  993
Loop 4 In  914  924  934  944  954  964  974  984  994
Loop 5 Out  915  925  935  945  955  965  975  985  995
Loop 5 In  916  926  936  946  956  966  976  986  996
Loop 6 Out  917  927  937  947  957  967  977  987  997
Loop 6 In  918  928  938  948  958  968  978  988  998
Spare  919  929  939  949  959  969  979  989  999

**Bonding, Grounding**

Section 8-20.3(9) is supplemented with the following:

(******)
All system bonding and grounding shall be complete prior to energizing electrical devices or equipment.

**Testing**

Section 8-20.3(11) is supplemented with the following:

(******)
Testing and turn-on of electrical systems shall be performed between 9:00 a.m. and 2:30 p.m., Tuesday through Thursday, unless otherwise authorized by the Project Engineer. Testing and turn-on will not be allowed on weekends, holidays, or the day preceding a holiday or holiday weekend.
Signal Systems

Section 8-20.3(14) is supplemented with the following:

(January 2, 2018)

Uninterruptible Power Supply (UPS)

UPS Systems shall be tested before and after field installation.

Contractor Quality Control Testing

Prior to delivery of the UPS system to the Washington State Department of Transportation Materials Laboratory (State Materials Laboratory), all components and equipment, including the batteries shall be fully installed in the cabinet and the UPS system operations shall be successfully tested by the Contractor’s representative. A testing certification (letter or similar) shall be provided with the cabinet.

After the UPS system has been successfully tested, the batteries shall be removed from the cabinet and the cabinet and batteries shall be delivered, independently, to the State Materials Laboratory, located in Tumwater, Washington, for pre-installation testing.

UPS System Laboratory Testing

The UPS system testing shall simulate the operations as installed in the field. The tests shall check the operation of each individual component as well as the overall operation of the system.

The State Materials Laboratory testing of the UPS system will consist of the following four separate stages:

1. Delivery and Assembly
2. Documentation
3. Demonstration
4. Performance Test

Testing will follow in the listed order with no time gaps between stages unless mutually agreed upon by the Contractor and State Materials Laboratory.

The Contractor shall designate a qualified representative for these tests. All communications and actions regarding testing of all equipment submitted to the State Materials Laboratory shall be made through this representative. These communications and actions shall include, but not be limited to, all notifications of failure or rejection, demonstration of the equipment, and the return of rejected equipment.

Stage 1: Delivery and Assembly

The Contractor shall provide all Work necessary to assemble the UPS system and make ready for demonstration at the State Materials Laboratory. Upon delivery, the batteries shall be reinstalled in the cabinet and the UPS system shall be made fully operational. All components for
the complete UPS system, including the necessary test equipment, shall be ready for testing within 14 calendar days of delivery to the State Materials Laboratory.

**Stage 2: Documentation**

All documentation shall be furnished with the UPS system equipment prior to the start of testing. The documents to be supplied shall consist of the following:

1. Serial numbers when applicable.
2. Wiring diagrams for all equipment in the required quantities and formats.
3. Complete operations and maintenance manuals in the required quantities and formats.
4. A description of the functions and the capabilities of individual components and of the overall UPS system.

**Stage 3: Demonstration**

The Contractor shall provide the following:

1. A presentation on how to operate the system.
2. A complete and thorough demonstration to show that all components of the UPS system are in good condition and operating properly.

The demonstration shall be performed by the Contractor’s representative in the presence of State Materials Laboratory personnel.

**Stage 4: Performance Test**

The performance test will be conducted by State Personnel to determine if the UPS system performs correctly. The performance test shall include the testing of the following specifications:

1. Battery Discharge Rate
2. Battery Recharge Rate
3. Power Transfer Rate
4. Operational Duration

Test results for items 1-3 shall be within the manufacturers recommended values in order for the tests to be considered successful. For item 4, the test is considered successful if the system maintains the test load for the required minimum duration for the battery configuration.
Equipment Failure or Rejection
All component or system failures shall be documented. This documentation shall provide the following information:

1. A detailed description of the failure.
2. The steps undertaken to correct the failure.
3. A list of parts that were replaced, if any.

All failed or rejected equipment shall be removed from the Materials Laboratory within three calendar days following notification; otherwise, the failed or rejected equipment will be returned, freight collect, to the Contractor.

Following final approval by the State Materials Laboratory, all equipment shall be removed from the State Materials Laboratory by the Contractor and delivered to the appropriate site(s) as designated elsewhere in this Contract.

UPS System Field Testing
After installation, the Contractor shall field test the UPS system to ensure the system operates in accordance with Plans, Specifications and manufacturer’s instructions. The test shall ensure that all components are operational within manufacturer’s tolerances. The Contractor shall provide a testing procedure to the Engineer for approval. The testing procedure shall provide for operational testing of the following:

1. UPS Power Module
2. Surge Suppressor
3. Automatic Transfer Switch
4. Generator Power Transfer Switch

The field test shall demonstrate the loss of utility power and the switch over to battery power without interference with the normal operation of the connected downstream cabinet. For traffic signal systems, this includes the traffic signal controller including conflict monitor and any other peripheral devices within the traffic controller assembly.

Signal Controllers
Section 8-20.3(14)A is supplemented with the following:

(August 2, 2010)
Testing
All signal control equipment shall be tested at the Washington State Department of Transportation Materials Laboratory located in Tumwater, Washington, prior to final delivery. The tests shall check the operation of each individual component as well as the overall operation of the system.
The Contractor shall designate a qualified representative for these tests. Notification of this representative shall be submitted for approval, in writing, to the State Materials Laboratory, 14 calendar days prior to any equipment deliveries. The Engineer shall also receive a copy of this notification, which includes the representative's name, address, and telephone number. All communications and actions regarding testing of all equipment submitted to the State Materials Laboratory shall be made through this representative. These communications and actions shall include, but not be limited to, the following:

- All notifications of failure or rejection, demonstration of the equipment, and the return of rejected equipment.

The State Materials Laboratory testing process will consist of the following four separate stages:

a. Delivery and Assembly
b. Demonstration and Documentation
c. Performance Test
d. Operational Test

Testing will follow in the correct order with no time gaps between stages unless mutually agreed upon by the Contractor and State Materials Laboratory.

**Stage 1 Delivery Assembly**

All components for the complete traffic control systems, including the necessary test equipment, shall be assembled and ready for demonstration within ten working days of delivery to the Materials Laboratory. The systems shall simulate the operations as installed in the field.

Equipment and prerequisites necessary to complete this stage shall include:

a. Detection Simulator:
   The detection simulator shall provide at least one detector per phase and variable traffic volumes. One simulator shall be required for every two controllers tested.

b. Communications Network:
   Locations, specified for coordinating communications equipment and cable, shall be completely wired to provide an operational communications system between all local and master controllers.

The Contractor shall provide labor, equipment, and materials necessary to assemble all control equipment complete and ready for demonstration. Materials and equipment used for this stage that are not required for field installation shall remain the property of the Contractor. Failure to complete this stage within ten working days will result in rejection of the entire system.
**Stage 2 Demonstration and Documentation**

This stage shall be completed within seven working days following the completion of Stage 1. Failure to do so shall result in rejection of the entire shipment.

All documentation shall be furnished with the control equipment prior to the start of testing. If corrections to any document are deemed necessary by the State, the Contractor shall submit this updated version prior to the final approval by the State Materials Laboratory. The documents to be supplied shall consist of or provide the following:

a. A Complete accounting of all the control and test equipment required.

b. A complete set of documents which shall include:

   1. Serial numbers when applicable.

   2. Written certification that equipment of the same make and model has been tested according to NEMA Environmental Standards and Test Procedures, and has met or exceeded these standards. The certificate shall include equipment model number and where, when, and by whom the tests were conducted. This certificate shall accompany each shipment of controllers.

   3. Reproducible mylar wiring diagrams and two blue-tone prints for each controller and cabinet supplied. The sheet size shall be 24 inches by 36 inches.

   4. Wiring diagrams for all auxiliary equipment furnished. One set per cabinet.

   5. Complete operations and maintenance manuals including complete and correct software listing and flow charts. One set of operations and maintenance manuals per cabinet; at least four but no more than ten. Five sets of software listings and flow charts.

   6. Complete operations and maintenance manuals for all auxiliary equipment. One set per cabinet.

c. A description of the functions and the capabilities of individual components and of the overall control system.

d. A presentation on how to operate the system.

e. A complete and thorough demonstration to show that all components of the control system are in good condition and
operating properly, and proof that the controller and cabinet are functioning correctly.

f. Detailed instructions for installing and operating the controller(s), including explanations on the use of all features of the controller(s).

g. The operational and maintenance manuals for each traffic signal controller supplied including as a minimum, but not to be limited to the following:

1. Detailed instructions for maintaining all hardware components, controller, and auxiliary equipment.

2. A complete parts list detailing all manufacturer's identification codes.

3. Detailed wiring diagrams and schematics indicating voltage levels and pictorial description, part name, and location for all hardware components, controller, and auxiliary equipment.

The demonstration shall include the following:

a. Phasing per plans and all phase timing.

b. Detection including any special detector functions.

c. Conflict Monitor and Load Switches.

d. Special Coordination including communication equipment.

This demonstration shall be performed by the Contractor in the presence of State Materials personnel. The Contractor shall supply any item not accounted for within five working days of the accounting. Controllers and cabinets that remain incomplete five working days after notification shall be rejected and returned freight collect to the Contractor.

**Stage 3 Unit Performance Test**

A minimum of ten working days shall be allowed for one or two cabinet assemblies and five working days for each additional assembly.

The unit performance test will be conducted by State Personnel to determine if each and every controller cabinet assembly complies with NEMA Environmental Standards as stated in NEMA publication No. TS 1-1976, Part 2.

Any unit submitted, whose failure has been corrected, shall be retested from the beginning of this stage.
Stage 4 Operational Test

All control and auxiliary equipment shall operate without failure for a minimum of ten consecutive days. If an isolated controller is specified, it shall operate as an isolated controller. If a coordinated system is specified, it shall operate as a total coordinated system with the master and all local controllers operating in all coordinated modes.

If any failure occurs during this stage, all equipment for this stage shall be restarted following completion of repairs.

Equipment Failure Or Rejection

Equipment failures shall be defined as set forth in NEMA Publication No. TS 1-1976. Failure of load switches, detector amplifiers, and conflict monitors shall not result in rejection of the controller or cabinet. However, the Contractor shall stock, as replacements, approximately 30 percent more than the total for these three items. All excess material shall remain the property of the Contractor following completion of all tests.

If a failure occurs during Stages 3 or 4, repairs shall be made and completed within ten working days following notification of the malfunction. The Contractor shall have the option of making onsite repairs or repair them at a site selected by the Contractor. Failure to complete repairs within the allotted time shall result in rejection of the controller or cabinet assembly under test.

A total of two failures will be allowed from the start of Stage 3 to the end of Stage 4. If three failures occur during this time period, the equipment will be rejected. New equipment of different serial numbers submitted as replacement shall be received by the Materials Laboratory for testing under Stage 3 within ten working days following notification of rejection. Failure to meet this requirement within the allotted time will result in rejection of the entire system. Software errors will be considered as failures and, if not corrected within ten working days, the entire system will be subject to rejection. Following rejection of any equipment, the Contractor shall be responsible for all costs incurred. This shall include but not be limited to all shipping costs.

When the traffic control program is supplied by the State, the Contractor shall prove that any failures are, in fact, caused by that program and not the hardware.

All component or system failures, except load switches and detector amplifiers, shall be documented. This documentation shall be submitted prior to commencing the test or stage in which the failure was found and shall provide the following information:

a. A detailed description of the failure.
b. The steps undertaken to correct the failure.
c. A list of parts that were replaced, if any.
Upon completion of the tests, the equipment will be visually inspected. If material changes are observed which adversely affect the life of the equipment, the cause and conditions shall be noted. The Contractor will immediately be given notice to correct these conditions. If not repaired within ten working days of notification, the equipment will be subject to rejection. A final accounting shall be made of all equipment prior to approval.

All failed or rejected equipment shall be removed from the Materials Laboratory within three working days following notification; otherwise, the failed or rejected equipment will be returned, freight collect, to the Contractor.

Following final approval by the State Materials Laboratory, all equipment shall be removed from the State Materials Laboratory and delivered to sites as designated elsewhere in this contract.

**Guarantees**

Guarantees and warranties shall be in accordance with Section 1-05.10.

**Induction Loop Vehicle Detectors**

Section 8-20.3(14)C is supplemented with the following:

(******)

13. All sawcuts shall be smooth – the depth of each sawcut shall be uniform to prevent forming edges in the bottom of the sawcut. All sawcut corners shall be rounded to a minimum of 1.5 inches in diameter.

14. Sawcut widths shall be adjusted from Standard Plan J-50.15 as follows:

- The width of the sawcut in Section A shall be a minimum of 1/16 inch wider than the diameter of the loop wire, up to a maximum of 3/8 inch wide.

- The width of the sawcut in Section B shall be at least 1/16 inch wider than twice the diameter of the loop wire, up to a maximum of 5/8 inch wide.

15. Round loops shall be constructed with equipment specifically designed for cutting round loops, including a concave, diamond-segmented blade. Other methods of constructing round loops, such as anchoring a router or flat blade saw, shall not be used.

16. 6 foot diameter Type 3 induction loops (Standard Plan J-50.12) may be substituted for 6’ x 6’ square Type 2 induction loops (Standard Plan J-50.11).

17. The Contractor shall notify the Project Engineer a minimum of five working days prior to removing a loop from service.
DIVISION 9

MATERIALS

PERMANENT SIGNING

Materials

Roadside Sign Structures
Section 8-21.2(9-06.16) is supplemented with the following:

(January 3, 2011)
Perforated Steel Square Sign Post System
Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

System Acceptance
Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Supplier’s Certificate of Compliance. The Supplier’s Certificate of Compliance will be a contract specific letter from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

Sign Support Structures
Section 8-21.2(9-28.14) is supplemented with the following:

(January 3, 2011)
Manufacturers for Steel Roadside Sign Supports
The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the Plans.

<table>
<thead>
<tr>
<th>Steel Sign Support Type</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type TP-A &amp; TP-B</td>
<td>Transpo Industries, Inc.</td>
</tr>
<tr>
<td>Type PL, PL-T &amp; PL-U</td>
<td>Northwest Pipe Co.</td>
</tr>
<tr>
<td>Type AS</td>
<td>Transpo Industries, Inc.</td>
</tr>
<tr>
<td>Type AP</td>
<td>Transpo Industries, Inc.</td>
</tr>
<tr>
<td>Type ST 1, ST 2, ST 3, &amp; ST 4</td>
<td>Ultimate Highway Products, Allied Tube &amp; Conduit, Inc., Northwest Pipe, Inc.</td>
</tr>
<tr>
<td>Type SB-1, SB-2, &amp; SB-3</td>
<td>Xcessories</td>
</tr>
<tr>
<td>Xcessories</td>
<td>Ultimate Highway Products,</td>
</tr>
</tbody>
</table>
Squared Development and
Manufacturing Incorporated,
Northwest Pipe, Inc.

Construction Requirements

**Location of Signs**
The last sentence of Section 8-21.3(1) is deleted and replaced by the following:

(******)
Final lengths of 2.5” and 3” square steel posts will be determined or verified by the Project Engineer at the request of the Contractor prior to fabrication. Final lengths of steel W-beam post will be determined by the Project Engineer prior to fabrication.

**Steel Sign Posts**
Section 8-21.3(12) is supplemented with the following:

(******)
Signs with W-Beam steel supports shall be placed such that the distance from the hinge point to the bottom of sign shall be in accordance with the manufacturer installation instructions.

**PAVEMENT MARKING**

**Description**
Section 8-22.1 is supplemented with the following:

**Plastic Junction Box Marking**
A WHITE marking consisting of two 4 inches by 12 inches strips of plastic pavement marking material placed at the location of a junction box, one foot outside the pavement edge stripe. The stripe shall be configured so that they overlap, forming an arrowhead with a 90 degree internal angle, pointing at the junction box.

**Materials**
Section 8-22.2 is supplemented with the following:

All plastic pavement markings shall be MMA Type D-1 extruded, except for grooved edge lines which shall be Type A.

**TEMPORARY PAVEMENT MARKINGS**

**Construction Requirements**

**General**
Section 8-23.3(1) is supplemented with the following:
Temporary paint lines shall be removed in accordance with Section 8-22.3(6) Removal of Pavement Markings.

**Pavement Marking Application**
Section 8-23.3(4) is supplemented with the following:

All temporary pavement markings on this Contract shall be Short Duration Temporary Pavement Markings meeting the requirements of Section 8-23.3(4)A.

**Temporary Pavement Markings – Short Duration**
Section 8-23.3(4)A is supplemented with the following:

**Temporary Stop Bar** – A SOLID line used to designate the location where vehicles should stop at a stop controlled approach or signalized intersection. Temporary Stop bars shall be a minimum of 12 inches wide and shall only use paint or tape. The 12 inch width may be accomplished through the use of Three 4 inch wide lines.

**Temporary Traffic Arrow** – A set of SOLID lines used to temporarily replace existing pavement marking arrows. Temporary traffic arrows should match the permanent traffic arrows that they are replacing. Lines forming arrows shall be a minimum of 4 inches wide, and may use right angles instead of curves. Total arrow length shall be a minimum of 8 feet.

(January 7, 2019)

**Standard Plans**
The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 6, 2018 is made a part of this contract.

The Standard Plans are revised as follows:

**A-40.10**
Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is revised to read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. Section 5-04.3(12)A2”

**A-50.10**
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

**A-50.20**
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

**A-50.30**
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1
B-10.60
DELETED

B-82.20
DELETED

B-90.40
Valve Detail - DELETED

C-2C
CASE 9A (typical of 2 callouts): The dimensions were “3'-0” MIN. ~ TO FACE OF GUARDRAIL”. are now revised to read “5'-0” MIN ~ TO FACE OF GUARDRAIL”.

C-4b
DELETED

C-4e
DELETED

C-4f
Sheet 1, BULLNOSE GRADING PLAN: Slopes shall be not steeper than 10H:1V for the bullnose guardrail system including slopes into the guardrail face to 1 foot behind the guardrail post.

Sheet 2, POST 1R & 1L, 2R & 2L, 3R TO 8R and 3L TO 8L, 9R TO 12 R and 9L TO 12L elevation view details: Slopes into the guardrail face to 1 foot behind the guardrail post shall not be steeper than 10H:1V.

Sheet 3, SECTION B, callout – was: “THE NUT SHALL BE ASTM A563D STEEL, AND GALVANIZED ACCORDING TO STANDARD SPEC. 9-16.3(3).” Is revised to read: “THE NUT SHALL BE ASTM A307 STEEL, AND GALVANIZED ACCORDING TO STANDARD SPEC. 9-16.3(3).”

C-20.14
CASE 3-31: The dimension was “5'-0” MIN” from the back of guardrail to the center of railroad signal support is now revised to “5'-0” MIN” from face of guardrail to the front edge of the railroad signal support.

Note 3, was – “The slope from the edge of the shoulder into the face of the guardrail cannot exceed 10H : 1V when the face of the guardrail is less than 12’ – 0” from the edge of the shoulder.” is revised to read: “The slope from the edge of the shoulder into the face of the guardrail cannot be steeper than 10H : 1V when the face of the guardrail is less than 12’ – 0” from the edge of the shoulder. The slope from the edge of the shoulder into the face of the guardrail cannot be steeper than 6H : 1V when the guardrail is 12’ – 0” or more from the edge of the shoulder.”

C-20.18
ALL CASES: The dimensions were “3'-0” MIN” from the face of guardrail to the front edge of the fixed feature are now revised to “5'-0” MIN” from the face of guardrail to the front edge of the fixed feature.
Note 1, was – “The slope from the edge of the shoulder into the face of the guardrail should not exceed 10H : 1V when the guardrail is within 12’ – 0” from the edge of the shoulder.” Is revised to read: “The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 10H : 1V when the guardrail is less than 12’ – 0” from the edge of the shoulder. The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 6H : 1V when the guardrail is 12’ – 0” or more from the edge of shoulder.”

C-22.14
DELETED

C-22.16
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 31/12”

PLAN VIEW, MSKT-SP-MGS (TL-3) SHOWN: The dimension was “4’-0” MIN” from the face of the terminal to the edge of the widened embankment is now revised to “4’-0” MIN” from the back of the terminal post to the edge of the widened embankment.

Elevation View, MSKT-SP-MGS (TL-3), dimension, MSKT-SP-MGS (TL-3) SYSTEM LENGTH = 50’ – 0”, dimension is revised to read: 46’ – 101/2”

Elevation View, SOFTSTOP (TL-3), dimension, SOFTSTOP (TL-3) SYSTEM LENGTH = 50’ – 9 1/2”, dimension is revised to read: 50’ – 10 1/2”

Note 6, was – “…a maximum taper of 25.4 : 1 or flatter is allowed over the system length of 50’ – 9 ½” with a maximum…” is revised to read: “…a maximum taper of 25.44 : 1 or flatter is allowed over the system length of 50’ – 10 ½” with a maximum…”

Elevation View, TYPE 23: The guardrail height dimension was 2’-8” from the top of the thrie beam to the top of the bridge curb is now revised to 2’-8” from the top of the thrie beam to the top of the ground line.
Plan View, callout, was – “12” (IN) BLOCKOUT” is revised to read; “12" (IN) or 8” (IN) BLOCKOUT (12” (IN) SHOWN)"

Elevation View, add labels to posts (below view); beginning at left side of view – Label Posts as follows; POST 1, POST 2 through POST 6”.

General Notes, add Note 6. Note reads as follows; “6. Post 1 shall use an 8 inch blockout, and posts 2 through post 6 shall use 12 inch or 8 inch blockouts.”

C-40.14
DELETED

C-90.10
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.20
Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.25
Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be revised to read: The seismic design of these walls has been completed using a site adjusted (effective) peak ground acceleration of 0.32g.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.
D-15.10
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

F-10.12
Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40
“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42
DELETE – “Extruded Curb at Cut Slope” View

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

I-30.30
8” Diameter Wattle Spacing Table, lower left corner, was – “Slope:1H : 1V, Maximum Spacing:10’ – 0”” is revised to read: “Slope:1H : 1V, Maximum Spacing:8’ – 0””.

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

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

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

Note 1, was – “…socket box mounting detail, see Standard Plan J-3b.” is revised to read: “…socket box mounting detail, see Standard Plan J-10.20.”

Note 6, was – “…See door hinge detail, Standard Plan J-3b.” is revised to read: “…See door hinge detail, Standard Plan J-10.20.”

J-20.10
Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.11
Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type PS or Type 1 Signal Pole”
Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”
Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)”.

Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”.

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE.

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0” (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER’.

J-60.14
All references to J-16b (6x) are revised to read; J-60.11

K-80.30
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35
Plan Title, was “ALTERNATIVE TEMPORARY CONC. BARRIER (F-SHAPE)” is revised to read; “CONCRETE BARRIER TYPE F”.

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

A-10.10-00........8/7/07  A-40.00-00........8/11/09  A-50.30-00........11/17/08
A-10.20-00........10/5/07  A-40.10-03........12/3/14  A-50.40-00........11/17/08
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I-5 Northbound Ramp/93rd Avenue Intersection Improvements
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| J-27.10-01 | 7/21/16 | J-50.15-01 | 7/21/17 |
| J-27.15-00 | 3/15/12 | J-50.16-01 | 3/22/13 |

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| K-70.20-01 | 6/1/16 |
| K-80.10-01 | 6/1/16 |
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| K-80.30-00 | 2/21/07 |
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| K-80.37-00 | 2/21/07 |

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| L-70.10-01 | 5/21/08 |

3

| M-1.20-03 | 6/24/14 |
| M-1.40-02 | 6/3/11 |
| M-1.60-02 | 6/3/11 |
| M-1.80-03 | 6/3/11 |
| M-2.20-03 | 7/10/15 |
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| M-5.10-02 | 6/3/11 |
| M-7.50-01 | 1/30/07 |
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I-5 Northbound Ramp/93rd Avenue Intersection Improvements
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TRAFFIC SIGNAL GENERAL NOTES

1. MODIFIED TYPE B SERVICE CABINET BREAKER SCHEDULE (120V/240V) SCA 3249

2. PROVIDE SUFFICIENT LEAGTH OF SERVICE CONDUCTORS TO MAKE SERVICE CONNECTION IN EXISTING HANDHOLE.

PSE WILL MAKE SERVICE CONNECTION. CONTRACTOR SHALL COORDINATE AS NECESSARY.
T. 17 N., R. 2 W., W.M.

SEE SHEET TS-2 FOR WIRE SCHEDULE
PAVEMENT MARKING LEGEND

- Type C2 Plastic Arrow (Per Standard Plan M-2.02)
- Type D2 Plastic Arrow (Per Standard Plan M-2.02)
- Type 3 Plastic Arrow (Per Standard Plan M-2.02)
- Type 3 Oil Plastic Arrow (Per Standard Plan M-2.02)
- Plastic Line (Per Standard Plan M-2.01)
- Plastic Groove (Per Standard Plan M-2.01)

All plastic shall be type 3, except for confined edge lines, which shall be type A.

NOTES:
1. Any pavement markings removed will be in accordance with any applicable county or city regulations.
2. All material pavement markings associated with pavement marking removal shall be removed.
3. See Section Standard Plans M-2.03 and M-2.04 for additional shape, thickness, and application requirements for pavement markings.
4. All edge lines are confining plastic and shall be removed. 
5. Initial Plastic Junction Bow Markings per Section Plan M-2.02.
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<td>18020 ANDERSON RD, OAKVILLE, WA 98568</td>
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**SIGN SPECIFICATIONS SHEET**

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**SIGN RELLOCATION SPECIFICATIONS**

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**SIGN REMOVAL SPECIFICATIONS**

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NOTE:

- Short term HS OFF RAMP CLOSURE

- See Sheet TC-3A for continuation

DRAWING FILE No.: 25
ISSUE DATE: 2/28/2019
DRAWN BY: MBW
CHECKED BY: SJ
PROJECT NAME: CHEHALIS TRIBAL ENTERPRISES
JOB No.: 18020 ANDERSON RD
DRAWING No.: TC-3B
SCJ ALLIANCE
18020 ANDERSON RD
OAKVILLE, WA 98568
P: 360.352.1465
F: 360.352.1509
SCJALIANCE.COM
I-5 Northbound WILL BE RAMP CLOSED

DATE - DATE XPM - XAM

GENERAL NOTES
1. All temporary crossing signs shall be posted as determined by the engineer.
2. Triangular permanent signs shall be placed at intersections to be used.
3. See special provisions - Traffic Control Plan - for work zone restrictions.
4. Work zone, fence spacing, and crew spacing shall be 30'-0".
5. The access to all utilities to remain open at all times.
6. WSDOT and CDOT Class A signs shall remain as shown on T-8.

NOTES
ALL GAMES SHALL BE INSTALL WITH BLACK LETTERING ON ORANGE BACKGROUND. HELD TO COMPLIANCE.

SHORT TERM 1-5 ON RAMP CLOSURE
Appendix A

Contract

(Informational Only)

Contract
Performance Bond
Payment Bond
Change Order
Confederated Tribes of the Chehalis Reservation
CONSTRUCTION CONTRACT

for the

93rd Avenue Northbound Ramp Improvements

This Contract is made by and between the Confederated Tribes of the Chehalis Reservation, (Tribe) and, XXXX(Contractor). This Contract is for work to be performed (the work) for the 93rd Avenue Improvements (the Project), and to afford safe, healthy, and sound construction for the Tribe in compliance with applicable Tribal and federal laws, rules, and regulations.

Contractor, in consideration for the payment of the sum indicated on the attached Scope of Work, which by this reference is made a part hereof, and in consideration for the other covenants and agreements herein contained, agrees to perform and complete the work according to the terms and conditions herein described:


   A. Upon receipt of a written Notice to Proceed from Tribe, Contractor shall diligently pursue completion of and accomplish all the work for the Project as indicated in the attached Scope of Work and Project Specifications, which are made a part hereof and are incorporated as part of this Contract.

   B. Notwithstanding any term to the contrary in the Scope of Work and Project Specifications, the Scope of Work required by this Contract shall be completed no later than XXXXXXXXXX. Therefore, all Punch List items shall be completed no later than XXXXXXX.

   C. Excusable delays.

      (1) The Contractor shall not be considered to have failed to perform and complete work on schedule under this Contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes 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, fires, floods, epidemics, 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.

      (2) If Contractor’s failure to perform and complete work on schedule is caused by the failure of a subcontractor to perform, such failure shall not result in an excusable
delay unless the failure arises out of a cause beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them.

(3) The Contractor shall within ten (10) days from the beginning of a delay in schedule notify the Tribe in writing of the delay and the cause of the delay. The Tribe shall ascertain the facts and extent of such delay and, if it determines that any failure to perform and complete work on schedule was occasioned by a cause beyond Contractor’s control, the contract schedule shall be revised accordingly.

D. Upon completion of all work, Contractor shall deliver a written Notice of Substantial Completion to Tribe. Tribe’s Contract Representative or his or her designee shall then conduct an inspection of the work and produce a list of non-conforming items (Punch List). Contractor shall immediately correct all Punch List items and request re-inspection. Upon satisfactory completion of all Punch List items, Tribe shall provide a Notice of Final Acceptance. Contractor shall then submit an invoice for final payment of Contractor’s fee along with As-Built drawings for project. The date of completion for the purposes of the warranty granted herein shall be the date of Tribe’s Notice of Final Acceptance.

2. Contract Documents. The Contract Documents attached hereto and hereby incorporated herein describe the entire scope and detail of the work to be performed by the Contractor, and the terms and conditions under which such work is to be performed. The Contract Documents consist of the following:

A. This Construction Contract;

B. Contractor Proposal/Bid Package dated XXXXXX;

C. Project Drawings/Specifications dated XXXXXX, as prepared by SCJ Alliance.;

D. Change Order Form;

Contract Representatives. The Contract Officer for the Tribe is Planning Director, Amy Loudermilk. The Contract Representative/Primary Point-of-Contact for the Tribe on this project is Planning Department Transportation Planner, Bryan Sanders. The Contract Representative for the Contractor is XXXXX. All notices to the parties shall be directed through the Contract Representatives.

4. Contract Payments. The Tribe shall make payment to the Contractor in exchange for Contractor’s work on the Project of a sum not to exceed the total of XXXXXXXXXX. The Tribe shall make payment within thirty (30) days after receipt of Contractor’s invoice for payment, or on a schedule agreed to by both parties as described in the Scope of Work attached hereto. The final payment shall only be made after receipt of final approval of the work by the Chehalis Business Committee and issuance of a Notice of Final Acceptance. A retainage fee of not less than 10% of the total fee shall be held until all parties, including without limitation the Tribal Building Inspector, accept all work including punch list items as
being complete. Contractor shall provide all warranties, lien waivers, and project as-builts as specified prior to final payment. Invoices must have the following to constitute being a valid invoice: Business name, business address and contact phone number; invoice date; and description of services/goods provided such as unit price, quantity, freight charges, total price of the product or service, length of service including total hours per day, per worker, description of service/goods.

5. Contract Amendments. Amendments to this Contract shall only be made in writing and as agreed to and executed by the parties, except that certain changes may be made to the Scope of Work by valid Change Order as described below.

6. Change Orders. Changes to the work at the request of the Tribe after the commencement of construction shall be documented and approved using the attached “Change Order” form. Such changes are not valid and are not compensable unless they are documented on the required form, are duly authorized by the Contract Representatives of both parties, and are added to the contract file. The additional cost, if any, of Change Order work shall be clearly stated on the Change Order form and shall be paid on the same payment schedule as other work. If the Change Order work will result in a change to the project schedule, such change must also be noted and agreed on the Change Order form.

7. Contractor’s Work. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor for the completion of the work unless otherwise specified in the Contract documents.

8. Licenses, Permits, and Inspections. Contractor shall obtain and maintain all required licenses or permits and meet all requirements of applicable Tribal, State, and/or Federal laws and regulations for the successful completion of the Project. Contractor and all sub-contractors may not commence work until all required tribal licenses are obtained, including without limitation a Chehalis Tribal Business License (application fee $50.00). Contractor’s work must pass the inspection of the Tribe’s Building Inspector. Contractor will provide to Tribe copies of its valid Contractor’s License and Workers Compensation, Bonding, and Insurance Certificates issued by the State of Contractor’s residence.

9. Assignment. 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 the prior written approval of the Tribe.

10. 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, that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract. This warranty is for a period of twelve (12) months following the date of the Notice of Final Acceptance. Warranty claims shall be submitted to Contractor in writing within the twelve (12) month warranty period. Contractor is obligated to respond to all such claims and perform corrective work on such claims brought during the warranty period, whether corrective work occurs during or after the warranty period.
11. Breach and Cure. Upon breach of any provision of this Contract by either party, the non-breaching party shall deliver written notice of breach and demand for cure to the breaching party. The breaching party shall immediately commence curative efforts and shall diligently continue such efforts until cure of the breach.

12. Termination. In event of contract termination by any of the following provisions, the parties agree to provide notification in writing of the reason(s) 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 fails to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or otherwise breaches 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 does not correct such failures in a timely manner.

B. Termination for Bankruptcy or Insolvency. The Tribe may immediately terminate this Contract if Contractor files for bankruptcy or is involuntarily declared to be bankrupt or insolvent according to law, or if an assignment of Contractor’s property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, forcibly if necessary, without being deemed liable for trespass and without prejudice to any other remedy which Tribe may use at its discretion.

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 of the Contract to be terminated.

D. Termination in Event of Damaged or Destroyed Property. Either party may terminate this Contract if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.

13. Rights not exclusive. The rights and remedies of the Tribe provided in Sections 11 and 12 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.

14. Compensation in Event of Termination. If the Contract is terminated for reasons identified in Section 12 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed up to the date of termination. The Tribe in accordance with generally accepted standards of the trade will determine whether work is satisfactory. Should the Tribe terminate the Contract for cause, the Tribe may in addition to other remedies withhold any funds due to Contractor that are required to correct Contractor’s non-
conforming work or to otherwise pay for damages caused by Contractor’s non-conforming work.

15. Copeland Act. Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC § 847) as supplemented in U.S. Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means any person employed in the Project to give up any part of the compensation to which he or she is otherwise entitled.

16. Insurance. The Contractor shall obtain and keep in force policies of insurance from the execution date of this Contract to the date of final acceptance by the Tribe (unless otherwise indicated) and, except for Commercial Automobile Liability, during the period of any required warrantees, as follows:

- Commercial General Liability (CGL) Insurance with minimum limits of $1,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate.

- Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in providing the goods and services or the performance of the Work, with a combined single limit of not less than $1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate.

- Employer’s Liability Insurance providing bodily injury and disease liability coverage with a combined single limit of $1,000,000 by Accident Each Accident, Disease Policy Limit and Disease Each Employee in connection with providing the goods and services, or performance of the Work. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than $1,000,000 per occurrence and in the aggregate.

The Contractor shall furnish the Tribe with a Certificate of Insurance evidencing the insurance coverages set forth above (i.e. ACORD Form 25 or other form deemed acceptable by the Tribe) prior to beginning any services or performing any work under this Contract. The Certificate must explicitly name the “Confederated Tribes of the Chehalis Reservation,” including all commissioners, officers and employees of the Tribe, and their respective members, directors, officers, employees, agents, consultants, etc. as an Additional Insured for all policies and coverages. The certificate and its policy shall not contain any clauses, conditions and/or statements that limit coverages, or require arbitration or alternative dispute resolution applicable to disputes between the insurer and its insureds.

The insurer(s) shall give notice to the Tribe by certified mail, at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy.
By requiring the minimum insurance amounts above, the Tribe shall not be deemed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate, maintain greater limits and/or broader coverage. The Contractor shall also have sole responsibility for determining the limits of coverage required, if any, to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

17. Applicable Law. It is expressly understood that the laws of the Tribe, including without limitation Chehalis Tribal Code Chapter 11.10–Construction Safety, and where applicable Federal laws shall govern this Contract.

18. Disputes. All reasonable efforts will be made to negotiate and resolve disputes between the Tribe and the Contractor. If, however, resolution cannot be achieved, the Contractor consents to the exclusive jurisdiction of the Chehalis Tribal Court, and any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Chehalis Tribal Court to the extent jurisdiction obtains. Both as to interpretation and performance, the laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be construed to constitute a waiver of the Tribe’s sovereign immunity.

19. Liens. 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.

20. Indemnity. Contractor shall indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, expenses, and fees, including without limitation attorney’s fees, arising out of Contractor’s performance of the work.

21. Severability. 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.

22. Native Preference. For all tribally-owned projects, Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference according to the Chehalis Tribal Procurement Policies in hiring staff or engaging subcontractors for the completion of the Project. The Tribe’s Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and at Contractor’s request by advising Contractor with regard to hiring or engagement of subcontractors.

23. Taxes. Contractor acknowledges that Washington State sales and excise taxes may not be charged on the delivery of the goods and/or services described under this Contract to the Chehalis Tribe in Indian Country, and shall not include any Washington or other state sales or excise tax in the fees charged under this Contract.

24. Records. Contractor shall retain for not less than three (3) 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 by the Comptroller General of the United States, for the purpose of conducting an audit.

25. Relationship. Nothing in this Contract shall be construed to create any relationship of joint venture, partnership, employment, agency, or any other relationship between the parties. Contractor is solely responsible for compliance with any and all 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.

26. Drugs and Alcohol. 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 Contract, or the performance of services under this Contract by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract immediately by giving verbal or written notice to Contractor or to Contractor’s senior on-site agent or employee.

27. Exclusion. 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 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 any of Contractor’s employees, agents, or subcontractors who enter the Tribe’s territory pursuant to this Contract, shall have been convicted of a “sex offense” requiring registration as a “sex offender,” as those terms are defined 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 Contract shall constitute a material breach of this Contract. In the event of such a breach, the Chehalis Tribe may terminate this Contract 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 Contract.
28. Notice. Notices required to be delivered in writing shall be delivered to the following addresses:

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<td>XXXXXXX</td>
<td>ATTN: XXXX</td>
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<tr>
<td>XXXXXXXX</td>
<td>ATTN: Bryan Sanders</td>
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<tr>
<td>XXXXXXXX</td>
<td>PO Box 536</td>
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<td>XXXXXXXX</td>
<td>Oakville, WA 98568</td>
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<tr>
<th>By email</th>
<th><a href="mailto:bryan.sanders@chehalistribe.org">bryan.sanders@chehalistribe.org</a></th>
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</thead>
<tbody>
<tr>
<td>XXXXXXXX</td>
<td>XXXXXXXXXX (Contractor)</td>
</tr>
</tbody>
</table>

29. Construction of Contract Terms. The language in this Contract shall be interpreted as to its fair meaning. The headings in this Contract are for convenience and are not intended to affect contract construction or interpretation. Any reference to paragraphs, sub-paragraphs, sections, or subsections are to those parts of this Contract, unless the context clearly indicates otherwise. Both parties have had the opportunity to consult legal counsel of their own choosing. Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

30. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original hereof and which shall be effective upon both parties’ receipt of a copy executed by the duly authorized representative of each party. The signatories hereto represent and warrant that they are authorized to execute this Contract on behalf of their respective parties.

Confederated Tribes of the Chehalis Reservation

Planning Director

Date: __________________________

XXX

Date: __________________________

XXX

Chehalis Tribe Construction Contract – (Ver. 5.2.2016)
Performance Bond

CONTRACTOR: (Name, legal status and address)

SURETY: (Name, legal status and principal place of business)

OWNER: (Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount:
Description: (Name and location)

BOND
Date: (Not earlier than Construction Contract Date)
Amount:

Modifications to this Bond: One O See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: ____________________________
Name and Title: ____________________________

Signature: ____________________________
Name and Title: ____________________________

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

(FOR INFORMATION ONLY- Name, address and telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;

3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

§ 14 Definitions

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

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

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

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

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

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<tr>
<td>Company:</td>
<td>Company:</td>
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<tr>
<td></td>
<td>(Corporate Seal)</td>
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<tr>
<th>Signature:</th>
<th>Signature:</th>
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<tbody>
<tr>
<td>Name and Title:</td>
<td>Name and Title:</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
</tbody>
</table>
Payment Bond

CONTRACTOR: (Name, legal status and address)

SURETY: (Name, legal status and principal place of business)

OWNER: (Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount:
Description: (Name and location)

BOND
Date: (Not earlier than Construction Contract Date)
Amount:
Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:
Name and Title: (Any additional signatures appear on the last page of this Payment Bond)

AGENT or BROKER: (FOR INFORMATION ONLY - Name, address and telephone)

OWNER'S REPRESENTATIVE: (Architect, Engineer or other party)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnity and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

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

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

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

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

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

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

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
§10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

§16 Definitions

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

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

§16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 164 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: ____________________________
Name and Title: _______________________
Address: ____________________________

SURETY

Company: (Corporate Seal)

Signature: ____________________________
Name and Title: _______________________
Address: ____________________________

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Confederated Tribes of the Chehalis Reservation

CHANGE ORDER NO.                                       Planning Department

Project:                                               Date:  
Contractor:                          Project #: ____________________

After signature the Contractor is directed to make the following changes in the Contract Amount for pay requests.

This Change Order resolves all issues related to the change referenced below and constitutes full settlement for all known, estimated or foreseeable costs and time adjustments, including all delay and impact costs and direct and indirect damages, including consequential damages regardless of cause, related to Change Order #1.

Individual CE Description:

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Combined Total: $____________________

Not valid until signed by the Owner. Signature of the Contractor indicates agreement herewith, including any adjustments in the Contract Sum and the Contract time.

The Original Contract Sum was ……………………………………………………………………………………………

Net Change by previously authorized Change Orders………………………… through

The Contract Sum prior to this Change Order was………………………………………………………………………… $____________________

The Contract Sum will be increased decreased unchanged by this Change Order $____________________

The new Contract Sum including this Change Order is ……………………………………………………………………… $____________________

The Contract time will be increased decreased unchanged by……………… days

Date of Substantial Completion as of the date of this Change Order ………………………………………………………………………………

___________________________________________________________________________

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CONTRACTOR’S ACCEPTANCE

BY: ____________________________________________________________________________
SIGNED: _______________________________________________________________________
TITLE: _________________________________________________________________________
DATE: __________________________________________________________________________

OWNER’S ACCEPTANCE

BY: ____________________________________________________________________________
SIGNED: _______________________________________________________________________
TITLE: _________________________________________________________________________

BUILDING OFFICIAL’S RECOMMENDATION

BY: Don Terry
SIGNED: _______________________________________________________________________
TITLE: Chief Building Official
DATE: __________________________________________________________________________

PROJECT MANAGER’S RECOMMENDATION

BY: Bryan Sanders
SIGNED: _______________________________________________________________________
TITLE: Project Manager