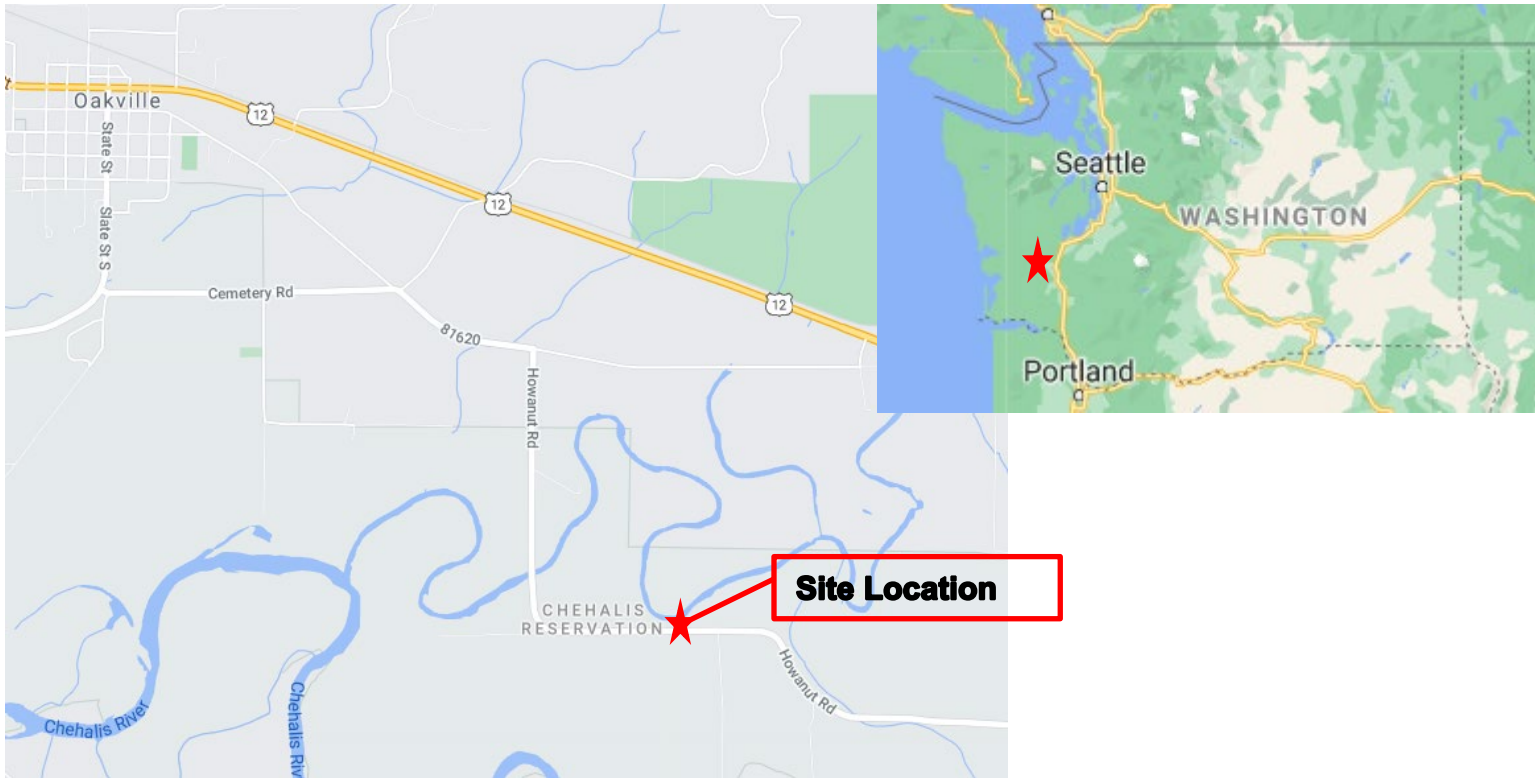


Confederated Tribes of the Chehalis Reservation

HOWANUT HATCHERY BRIDGE PROJECT Request for Proposal



HOWANUT HATCHERY BRIDGE PROJECT

Request for Proposal

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**SECTION 00 41 00
RFP/BID FORM**

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

**REQUEST FOR PROPOSAL
HOWANUT HATCHERY BRIDGE PROJECT**

**PROJECT NAME:
HOWANUT HATCHERY BRIDGE PROJECT
420 Howanut Road
Oakville, Washington 98568
Brian von Clück
Bvoncluck@ChehalisTribes.org**

June 2021

SECTION 00 11 13 INVITATION TO BID
CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
HOWANUT HATCHERY BRIDGE PROJECT
REQUEST FOR PROPOSAL

The Howanut Hatchery bridge replacement project will; remove and replace the failing bridge, remove soil with leached creosote and widen the current pathway. Work elements for this project include: temporary erosions control, clearing and grubbing, excavation, paving, pavement markings, sign installation, traffic control and other work.

Sealed proposals for the Howanut Hatchery Bridge project must be received by July 16, 2021, at 12 p.m. Proposals may be mailed to: The Chehalis Tribe, C/O Planning department 420 Howanut Road, Oakville, WA 98568, Attn: Brian von Clück, with the Title HOWANUT HATCHERY BRIDGE PROJECT, 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 June 10, 2021, at the following web site: <https://www.chehalis tribe.org> . Click on "Public Notices" link at bottom of home page.

Please direct questions regarding this project to the Owner's Tribal Project Representative, Brian von Clück at the following:

Email: bvoncluck@chehalis tribe.org

The work includes the furnishing of all labor, materials, and equipment necessary to construct the Howanut hatchery bridge project according to the drawings and specifications.

It is the intent to award a contract to the highest scored responsible Bidder, 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 is to exclude sales taxes.

By Order of: Confederated Tribes of the Chehalis Reservation
Oakville, WA 98568

Published: The Chehalis Tribe's Website – Thursday, June 10, 2021

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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 for the Confederated Tribes of the Chehalis Reservation is located at:

Planning Department
Brian von Clück
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 June 10, 2021.

- 3.1.1 Complete sets of the Bidding Documents will be available on the Chehalis Tribe's website: <https://www.chehalis-tribe.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 via email which shall reach the Tribe at least seven days prior to the date for receipt of Bids. Email address is Bvoncluck@Chehalis-tribe.org.
- 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 emailed 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 on the Chehalis Tribe's website.

- 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: Brian von Clück
Planning Department
6 Niederman Road
Oakville, WA 98568

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

Bid Title: HOWANUT HATCHERY BRIDGE PROJECT
Submitted by:
Submitter's address:

Bids are accepted via email, all documents required to be submitted with the bid shall be enclosed in the email and if the file is too large zip files are acceptable, the subject line shall be labeled the title project name: HOWANUT HATCHERY BRIDGE PROJECT

4.3.2 The Bidder shall include one original and 4 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 rejected.

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.

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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.
4. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
5. Form G – Non-Collusion Declaration.
6. 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. Form F – Contract Bond (Performance and Payment Bond).
3. Form D – Safety Plan.
4. Insurance Certificates.
5. Labor and Industry Forms.

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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.
4. Form E – Indian Preference: Proof of enrollment in a federally recognized Indian Tribe, if applicable.
5. Form G – Non-Collusion Declaration.
6. 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

<p>Bid Proposal (Form A): Total Bid amount will be scored on a sliding scale based on rank of individual bidders and range of variation in bid amounts.</p> <p>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.</p>	40 Points
<p>Project Approach and Schedule (Form B): Project approach must demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors and has accounted for material availability.</p>	30 Points
<p>Bidder's Construction Experience (Form C): 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.</p>	5 Points
<p>Safety Plan (Form D): 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.</p>	15 Points
<p>Indian Preference (Form E): 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.</p>	10 Points
<p>Non-Collusion Declaration (Form G): Proposals are required to include the Non-Collusion Declaration in order to be considered a responsive bid proposal.</p>	Pass/Fail
<p>Signature Page (Form H): Proposals are required to include the Signature Page in order to be considered a responsive bid proposal.</p>	Pass/Fail
TOTAL POINTS:	100 Points

Bidder: _____

FORM A: BID PROPOSAL / SCHEDULE OF VALUES

HOWANUT HATCHERY BRIDGE PROJECT

- | | |
|--|-------|
| 1. Mobilization (includes any incidentals/bond/etc.) | _____ |
| 2. Demolition | _____ |
| 3. Erosion Control | _____ |
| 4. Clearing & Grubbing | _____ |
| 5. Removal of contaminated soils | _____ |
| 6. Grading | _____ |
| 7. Fill Dirt for Grading | _____ |
| 8. Conc. Surfacing (Incl. Sidewalks, Curbs, Aprons) | _____ |
| 9. Asphalt Paving | _____ |
| 10. Pavement Markings | _____ |
| 11. Landscaping | _____ |
| 12. Traffic Control | _____ |
| 13. Surveying | _____ |
| 14. Clean-Up | _____ |
| 15. Record Drawings | _____ |
| <hr/> | |
| Total Base Bid (Lump Sum) | _____ |

FORM B: PROJECT APPROACH AND SCHEDULE
CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION
REQUEST FOR PROPOSAL
HOWANUT HATCHERY BRIDGE PROJECT

PROJECT APPROACH

The Howanut Hatchery Bridge project will remove the current bridge and replace it with a new bridge. Work elements for this project include: temporary erosions control, clearing and grubbing, excavation, removal of current bridge, curb and gutter, paving, pavement markings, traffic control, construction of new bridge 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 temporary signage.
 - Describe your plan during heavy traffic congestion.
 - 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. 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
HOWANUT HATCHERY BRIDGE PROJECT

The selected Contractor 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/#!/chehalisTribel1/ChehalisTribel1110.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.

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FORM E: INDIAN PREFERENCE
CONFEDERATED TRIBES OF THE CHEHALIS INDIAN RESERVATION
REQUEST FOR PROPOSAL
HOWANUT HATCHERY BRIDGE PROJECT

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
HOWANUT HATCHERY BRIDGE PROJECT

BID BOND

A bid bond is not required for this project.

CONTRACT AND PAYMENT 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

FORM H: SIGNATURE PAGE

The undersigned hereby certifies that he/she has examined the location of: *****Howanut Hatchery project***** 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:

Addendum No.	Addendum Receipt Date	Signed Acknowledgement
1.	<hr/>	<hr/>
2.	<hr/>	<hr/>
3.	<hr/>	<hr/>
4.	<hr/>	<hr/>

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:

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Special Provisions

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

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

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

(March 13, 1995)

This Contract provides for the improvement of the Hatchery Road Bridge on Howanut Road and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Opening of Bids

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

- 1 **Award Date**
2 The date of the formal decision of the Chehalis Tribe to accept the lowest responsible
3 and responsive Bidder for the Work.
- 4 **Contract Execution Date**
5 The date the Chehalis Tribe officially binds the Agency to the Contract.
- 6 **Notice to Proceed Date**
7 The date stated in the Notice to Proceed on which the Contract time begins.
- 8 **Substantial Completion Date**
9 The day the Engineer determines the Chehalis Tribe has full and unrestricted use
10 and benefit of the facilities, both from the operational and safety standpoint, any
11 remaining traffic disruptions will be rare and brief, and only minor incidental work,
12 replacement of temporary substitute facilities, plant establishment periods, or
13 correction or repair remains for the Physical Completion of the total Contract.
- 14 **Physical Completion Date**
15 The day all of the Work is physically completed on the project. All documentation
16 required by the Contract and required by law does not necessarily need to be
17 furnished by the Contractor by this date.
- 18 **Completion Date**
19 The day all the Work specified in the Contract is completed and all the obligations of
20 the Contractor under the contract are fulfilled by the Contractor. All documentation
21 required by the Contract and required by law must be furnished by the Contractor
22 before establishment of this date.
- 23 **Final Acceptance Date**
24 The date on which the Chehalis Tribe accepts the Work as complete.
- 25
26 Supplement this Section with the following:
- 27
28 All references in the Standard Specifications, Amendments, or WSDOT General Special
29 Provisions, to the terms "Department of Transportation", "Washington State
30 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
31 "Headquarters", and "State Treasurer" shall be revised to read "Chehalis Tribe".
- 32
33 All references to the terms "State" or "state" shall be revised to read "Chehalis Tribe"
34 unless the reference is to an administrative agency of the State of Washington, a State
35 statute or regulation, or the context reasonably indicates otherwise.
- 36
37 All references to "State Materials Laboratory" shall be revised to read "Chehalis Tribe
38 designated location".
- 39
40 All references to "final contract voucher certification" shall be interpreted to mean the
41 Chehalis Tribe form(s) by which final payment is authorized, and final completion and
42 acceptance granted.
- 43
44 **Additive**
45 A supplemental unit of work or group of bid items, identified separately in the Bid
46 Proposal, which may, at the discretion of the Chehalis Tribe, be awarded in addition to
47 the base bid.
- 48

1 **Alternate**
2 One of two or more units of work or groups of bid items, identified separately in the Bid
3 Proposal, from which the Chehalis Tribe may make a choice between different methods
4 or material of construction for performing the same work.
5
6 **Business Day**
7 A business day is any day from Monday through Friday except holidays. Chehalis Tribe
8 recognized holidays provided below should be included with holidays as listed in Section
9 1-08.5.

15	July 5-7	Monday/Wednesday	Confederate Tribes of the Reservation Day
16	Sept. 6	Monday	Labor Day
17	Sept. 24	Friday	Native American Day
18	Nov. 25-26	Wednesday/Thursday	Thanksgiving Break
19	Dec. 23/24	Thursday/Friday	Christmas
20	Dec. 30-31	Thursday/Friday	New Year's

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

25 **Contract Documents**
26 See definition for "Contract".
27

28 **Contract Time**
29 The period of time established by the terms and conditions of the Contract within which
30 the Work must be physically completed.
31

32 **Notice of Award**
33 The written notice from the Chehalis Tribe to the successful Bidder signifying the
34 Chehalis Tribe's acceptance of the Bid Proposal.
35

36 **Notice to Proceed**
37 The written notice from the Chehalis Tribe or Engineer to the Contractor authorizing and
38 directing the Contractor to proceed with the Work and establishing the date on which the
39 Contract time begins.
40

41 **Traffic**
42 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
43 equestrian traffic.
44

45 **1-05.4 Conformity with and Deviations from Plans and Stakes**

46
47 Supplement this section with the following:
48

49 **Roadway and Utility Surveys**
50 *(July 23, 2015 APWA GSP, Option 1)*
51

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally, consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

1-05.4 Conformity with and Deviations from Plans and Stakes

Supplement this section with the following:

Bridge and Structure Surveys

(July 23, 2015 APWA GSP, Option 2)

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	± 0.01 foot
Alignment	± 0.01 foot (between successive points)
Superstructure Elevations	± 0.01 foot (from plan elevations)
Substructure Elevations	± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

Temporary Traffic Control

Traffic Control Management

1 **General**

2
3 Section 1-10.2(1) is supplemented with the following:

4
5 (January 3, 2017)

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

9
10 The Northwest Laborers-Employers Training Trust
11 27055 Ohio Ave.
12 Kingston, WA 98346
13 (360) 297-3035

14
15 Evergreen Safety Council
16 12545 135th Ave. NE
17 Kirkland, WA 98034-8709
18 1-800-521-0778

19
20 The American Traffic Safety Services Association
21 15 Riverside Parkway, Suite 100
22 Fredericksburg, Virginia 22406-1022
23 Training Dept. Toll Free (877) 642-4637
24 Phone: (540) 368-1701

25
26 **Division 2**
27 **Earthworks**

28
29 **Measurement**

30
31 Section 2-03.4 is supplemented with the following:

32
33 (March 13, 1995)

34 Only one determination of the original ground elevation will be made on this project.
35 Measurement for roadway excavation and embankment will be based on the original
36 ground elevations recorded previous to the award of this contract.

37
38 If discrepancies are discovered in the ground elevations which will materially affect the
39 quantities of earthwork, the original computations of earthwork quantities will be
40 adjusted accordingly.

41
42 Earthwork quantities will be computed, either manually or by means of electronic data
43 processing equipment, by use of the average end area method or by the finite element
44 analysis method utilizing digital terrain modeling techniques.

45
46 Copies of the ground cross-section notes will be available for the bidder's inspection,
47 before the opening of bids, at the Engineer's office and at the Region office.

48
49 Upon award of the contract, copies of the original ground cross-sections will be
50 furnished to the successful bidder on request to the Engineer.
51

Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt
(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

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

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Chehalis Tribe. If the documents do not establish the furnishing of any of these mineral materials by the Chehalis Tribe, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

1 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
2 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of
3 one sample for every 1,000 tons produced and not less than ten samples per project.
4 The asphalt content and gradation test data shall be reported to the Chehalis Tribe when
5 submitting the mix design for approval on the QPL. The Contractor shall include the RAP
6 as part of the mix design as defined in these Specifications.

7
8 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
9 binder from different sources is not permitted.

10
11 The Contractor may only use warm mix asphalt (WMA) processes in the production of
12 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
13 the Engineer for approval the process that is proposed and how it will be used in the
14 manufacture of HMA.

15
16 Production of aggregates shall comply with the requirements of Section 3-01.
17 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
18 aggregates from stockpiles shall comply with the requirements of Section 3-02.
19

20 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

21 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List
22 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
23

24 **5-04.2(1)A Vacant**

26 **5-04.2(2) Mix Design – Obtaining Project Approval**

27 No paving shall begin prior to the approval of the mix design by the Engineer.
28

29 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
30 in the contract documents.
31

32 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
33 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
34 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
35 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
36 testing of HMA accepted by commercial evaluation will be at the option of the Project
37 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
38 be excluded from the quantities used in the determination of nonstatistical evaluation.
39

40 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
41 shall provide one of the following mix design verification certifications for Chehalis Tribe
42 review;
43

- 44 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
45 one of the mix design verification certifications listed below.
- 46 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
47 certification (stamp & signature) of a valid licensed Washington State
48 Professional Engineer.

- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Chehalis Tribe for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

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

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

- 1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank.

The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Chehalis Tribe as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Chehalis Tribe. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

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

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

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V 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. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Pre-leveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

1 Compaction of pre-leveling HMA shall be to the satisfaction of the Engineer and may
2 require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to
3 avoid bridging across pre-leveled areas by the compaction equipment. Equipment used
4 for the compaction of pre-leveling HMA shall be approved by the

Engineer. 5

6 Before construction of HMA on an existing paved surface, the entire surface of the
7 pavement shall be clean. All fatty asphalt patches, grease drippings, and other
8 objectionable matter shall be entirely removed from the existing pavement. All
9 pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement
10 grindings, and other foreign matter. All holes and small depressions shall be filled with an
11 appropriate class of HMA. The surface of the patched area shall be leveled and
12 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of
13 the surface shall be approved by the Engineer.

14

15 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA
16 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved
17 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover
18 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at
19 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of
20 application shall be approved by the Engineer. A heavy application of tack coat shall be
21 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
22 limited to surfaces that will be paved during the same working shift. The spreading
23 equipment shall be equipped with a thermometer to indicate the temperature of the tack
24 coat material.

25

26 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If
27 the Contractor's operation damages the tack coat it shall be repaired prior to placement
28 of the HMA.

29

30 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
31 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
32 to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that
33 it may be applied uniformly at the specified rate of application and shall not exceed the
34 maximum temperature recommended by the emulsified asphalt manufacturer.

35

36 **5-04.3(4)A Crack Sealing**

37

38 **5-04.3(4)A1 General**

39 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width
40 and greater.

41

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

47

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

1 **5-04.3(4)C Pavement Repair**

2 The Contractor shall excavate pavement repair areas and shall backfill these with HMA
3 in accordance with the details shown in the Plans and as marked in the field. The
4 Contractor shall conduct the excavation operations in a manner that will protect the
5 pavement that is to remain. Pavement not designated to be removed that is damaged as
6 a result of the Contractor's operations shall be repaired by the Contractor to the
7 satisfaction of the Engineer at no cost to the Chehalis Tribe. The Contractor shall
8 excavate only within one lane at a time unless approved otherwise by the Engineer. The
9 Contractor shall not excavate more area than can be completely finished during the
10 same shift, unless approved by the Engineer.

11

12 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth
13 of 1.0 feet. The Engineer will make the final determination of the excavation depth
14 required. The minimum width of any pavement repair area shall be 40 inches unless
15 shown otherwise in the Plans. Before any excavation, the existing pavement shall be
16 sawcut or shall be removed by a pavement grinder. Excavated materials will become the
17 property of the Contractor and shall be disposed of in a Contractor-provided site off the
18 Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

19

20 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy
21 application of tack coat shall be applied to all surfaces of existing pavement in the
22 pavement repair area.

23

24 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
25 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished
26 with the approval of the Engineer. Each lift shall be thoroughly compacted by a
27 mechanical tamper or a roller.

28

29 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

30 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.
31 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials
32 shall be removed from stockpile(s) in a manner to ensure minimal segregation when
33 being moved to the HMA plant for processing into the final mixture. Different aggregate
34 sizes shall be kept separated until they have been delivered to the HMA plant.

35

36 **5-04.3(5)A Vacant**

37

38 **5-04.3(6) Mixing**

39 After the required amount of mineral materials, asphalt binder, recycling agent and anti-
40 stripping additives have been introduced into the mixer the HMA shall be mixed until
41 complete and uniform coating of the particles and thorough distribution of the asphalt
42 binder throughout the mineral materials is ensured.

43

44 When discharged, the temperature of the HMA shall not exceed the optimum mixing
45 temperature by more than 25°F as shown on the reference mix design report or as
46 approved by the Engineer. Also, when a WMA additive is included in the manufacture of
47 HMA, the discharge temperature of the HMA shall not exceed the maximum
48 recommended by the manufacturer of the WMA additive. A maximum water content of 2

percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Chehalis Tribe. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or

1 better quality and may require the development of a new mix design if the
2 adjustment exceeds the amounts listed below.

3 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and
4 the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5
5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall
6 be within the range of the control points in Section 9-03.8(6).

7 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
8 asphalt binder content. The maximum adjustment from the approved mix
9 design for the asphalt binder content shall be 0.3 percent

10 11 **5-04.3(9)A Vacant** 12

13 **5-04.3(9)B Vacant** 14

15 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

16 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the
17 Chehalis Tribe by dividing the HMA tonnage into lots.

18 19 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

20 A lot is represented by randomly selected samples of the same mix design that will be
21 tested for acceptance. A lot is defined as the total quantity of material or work produced
22 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be
23 equal to one day's production or 800 tons, whichever is less except that the final subplot
24 will be a minimum of 400 tons and may be increased to 1200 tons.

25
26 All of the test results obtained from the acceptance samples from a given lot shall be
27 evaluated collectively. If the Contractor requests a change to the JMF that is approved,
28 the material produced after the change will be evaluated on the basis of the new JMF for
29 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
30 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
31 after the Engineer is satisfied that material conforming to the Specifications can be
32 produced.

33
34 Sampling and testing for evaluation shall be performed on the frequency of one sample
35 per subplot.
36

37 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

38 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
39 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
40 and in accordance with AASH-TO T 168. A minimum of three samples should be taken
41 for each class of HMA placed on a project. If used in a structural application, at least one
42 of the three samples shall to be tested.

43
44 Sampling and testing HMA in a Structural application where quantities are less than 400
45 tons is at the discretion of the Engineer.
46

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Chehalis Tribe. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Chehalis Tribe will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “F”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a

specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Chehalis Tribe uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Chehalis Tribe or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Chehalis Tribe in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Chehalis Tribe will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative

density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Chehalis Tribe at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Chehalis Tribe dividing the project into compaction lots.

1 A lot is represented by randomly selected samples of the same mix design that will be
2 tested for acceptance. A lot is defined as the total quantity of material or work produced
3 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be
4 equal to one day's production or 400 tons, whichever is less except that the final subplot
5 will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction
6 will be at the rate of 5 tests per subplot per WSDOT T 738.

7
8 The subplot locations within each density lot will be determined by the Engineer. For a lot
9 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
10 after the Engineer is satisfied that material conforming to the Specifications can be
11 produced.

12
13 HMA mixture accepted by commercial evaluation and HMA constructed under conditions
14 other than those listed above shall be compacted on the basis of a test point evaluation
15 of the compaction train. The test point evaluation shall be performed in accordance with
16 instructions from the Engineer. The number of passes with an approved compaction
17 train, required to attain the maximum test point density, shall be used on all subsequent
18 paving.

19
20 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel
21 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the
22 Engineer.

23 24 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

25 The location of the HMA compaction acceptance tests will be randomly selected by the
26 Engineer from within each subplot, with one test per subplot.

27 28 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

29 For each compaction lot with one or two sublots, having all sublots attain a relative
30 density that is 92 percent of the reference maximum density the HMA shall be accepted
31 at the unit Contract price with no further evaluation. When a subplot does not attain a
32 relative density that is 92 percent of the reference maximum density, the lot shall be
33 evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The
34 maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will
35 be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF
36 lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by
37 either a nuclear moisture-density gauge or cores will be completed as required to provide
38 a minimum of three tests for evaluation.

39
40 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF)
41 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00
42 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the
43 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit
44 Contract price per ton of mix.

45 46 **5-04.3(11) Reject Work**

47 48 **5-04.3(11)A Reject Work General**

1 Work that is defective or does not conform to Contract requirements shall be rejected.
2 The Contractor may propose, in writing, alternatives to removal and replacement of
3 rejected material. Acceptability of such alternative proposals will be determined at the
4 sole discretion of the Engineer. HMA that has been rejected is subject to the
5 requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit
6 a corrective action proposal to the Engineer for approval.
7

8 **5-04.3(11)B Rejection by Contractor**

9 The Contractor may, prior to sampling, elect to remove any defective material and
10 replace it with new material. Any such new material will be sampled, tested, and
11 evaluated for acceptance.
12

13 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

14 The Engineer may, without sampling, reject any batch, load, or section of Roadway that
15 appears defective. Material rejected before placement shall not be incorporated into the
16 pavement. Any rejected section of Roadway shall be removed.
17

18 No payment will be made for the rejected materials or the removal of the materials
19 unless the Contractor requests that the rejected material be tested. If the Contractor
20 elects to have the rejected material tested, a minimum of three representative samples
21 will be obtained and tested. Acceptance of rejected material will be based on
22 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected
23 material is less than 0.75, no payment will be made for the rejected material; in addition,
24 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater
25 than or equal to 0.75, the cost of sampling and testing will be borne by the Chehalis
26 Tribe. If the material is rejected before placement and the CPF is greater than or equal to
27 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs
28 after placement and the CPF is greater than or equal to 0.75, compensation for the
29 rejected material will be at the calculated CPF with an addition of 25 percent of the unit
30 Contract price added for the cost of removal and disposal.
31

32 **5-04.3(11)D Rejection - A Partial Sublot**

33 In addition to the random acceptance sampling and testing, the Engineer may also
34 isolate from a normal sublot any material that is suspected of being defective in relative
35 density, gradation or asphalt binder content. Such isolated material will not include an
36 original sample location. A minimum of three random samples of the suspect material will
37 be obtained and tested. The material will then be statistically evaluated as an
38 independent lot in accordance with Section 1-06.2(2).
39

40 **5-04.3(11)E Rejection - An Entire Sublot**

41 An entire sublot that is suspected of being defective may be rejected. When a sublot is
42 rejected a minimum of two additional random samples from this sublot will be obtained.
43 These additional samples and the original sublot will be evaluated as an independent lot
44 in accordance with Section 1-06.2(2).
45

46 **5-04.3(11)F Rejection - A Lot in Progress**

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFI for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

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

Construct the bridge paving joint seal as specified on the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

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

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

1 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
2 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
3 with vertical faces 2 inches or more in height, producing a smooth transition to the
4 existing adjoining pavement.

5
6 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
7 Contract, patched and preleveled.

8
9 The Engineer may direct additional depth planing. Before performing this additional
10 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
11 as specified in Section 5-04.3(14)A.
12

13 **5-04.3(14)A Pre-Planing Metal Detection Check**

14 Before starting planing of pavements, and before any additional depth planing required
15 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
16 be planed with equipment that can identify hidden metal objects.

17
18 Should such metal be identified, promptly notify the Engineer.

19
20 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
21 hidden in pavement.
22

23 The Contractor is solely responsible for any damage to equipment resulting from the
24 Contractor's failure to conduct a pre-planing metal detection survey, or from the
25 Contractor's failure to notify the Engineer of any hidden metal that is detected.
26

27 **5-04.3(14)B Paving and Planing Under Traffic**

28 **5-04.3(14)B1 General**

29 In addition, the requirements of Section 1-07.23 and the traffic controls required in
30 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the
31 Contractor must comply with the following:
32

33 1. Intersections:

34 a. Keep intersections open to traffic at all times, except when paving or planing
35 operations through an intersection requires closure. Such closure must be kept
36 to the minimum time required to place and compact the HMA mixture, or plane
37 as appropriate. For paving, schedule such closure to individual lanes or portions
38 thereof that allows the traffic volumes and schedule of traffic volumes required in
39 the approved traffic control plan. Schedule work so that adjacent intersections
40 are not impacted at the same time and comply with the traffic control restrictions
41 required by the Traffic Engineer. Each individual intersection closure or partial
42 closure, must be addressed in the traffic control plan, which must be submitted
43 to and accepted by the Engineer, see Section 1-10.2(2).
44

45 b. When planing or paving and related construction must occur in an
46 intersection, consider scheduling and sequencing such work into quarters of the

- intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planning Plan and HMA Paving Plan

The Contractor must submit a separate planning plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planning briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planning operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planning and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planning and paving. Briefly describe the sequencing of traffic control consistent with the proposed planning and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planning, and paving.
2. A copy of each intersection's traffic control plan.

3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planning and of paving for each day's work, must include the directions of proposed planning and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planning and paving scheduling and sequencing, and proposed notifications and coordination's to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planning Briefing

At least 2 Working Days before the first paving operation and the first planning operation, or as scheduled by the Engineer for future paving and planning operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planning plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planning Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planning operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed

- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

HMA CI.____PG____, HMA for____CI.____PG____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

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

"HMA Cl. ____ PG ____", per ton.

"HMA for Approach Cl. ____ PG ____", per ton.

"HMA for Preleveling Cl. ____ PG ____", per ton.

"HMA for Pavement Repair Cl. ____ PG ____", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____ PG ____", "HMA for Preleveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG ____", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

1
2 "Preparation of Untreated Roadway", per mile.
3

4 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay
5 for all Work described under 5-04.3(4) , with the exception, however, that all costs
6 involved in patching the Roadway prior to placement of HMA shall be included in the unit
7 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
8 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
9 Roadway shall be prepared as specified, but the Work shall be included in the Contract
10 prices of the other items of Work.
11

12 "Preparation of Existing Paved Surfaces", per mile.
13

14 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for
15 all Work described under Section 5-04.3(4) with the exception, however, that all costs
16 involved in patching the Roadway prior to placement of HMA shall be included in the unit
17 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
18 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
19 Roadway shall be prepared as specified, but the Work shall be included in the Contract
20 prices of the other items of Work.
21

22 "Crack Sealing", by force account.
23

24 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
25 purpose of providing a common Proposal for all Bidders, the Chehalis Tribe has entered
26 an amount in the Proposal to become a part of the total Bid by the Contractor.
27

28 "Pavement Repair Excavation Incl. Haul", per square yard.
29

30 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
31 shall be full payment for all costs incurred to perform the Work described in Section 5-
32 04.3(4) with the exception, however, that all costs involved in the placement of HMA
33 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
34 PG ____", per ton.
35

36 "Asphalt for Prime Coat", per ton.
37

38 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
39 costs incurred to obtain, provide and install the material in accordance with Section 5-
40 04.3(4).
41

42 "Prime Coat Agg.", per cubic yard, or per ton.
43

44 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
45 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
46 aggregate in the quantities required by the Engineer.

1
2 "Asphalt for Fog Seal", per ton.
3
4 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.
5
6 "Longitudinal Joint Seal", per linear foot.
7
8 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
9 for all costs incurred to perform the Work described in Section 5-04.3(12).
10
11 "Planing Bituminous Pavement", per square yard.
12
13 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
14 payment for all costs incurred to perform the Work described in Section 5-04.3(14).
15
16 "Temporary Pavement Marking", per linear foot.
17
18 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
19
20 "Water", per M gallon.
21
22 Payment for "Water" is described in Section 2-07.5.
23
24 "Job Mix Compliance Price Adjustment", by calculation.
25
26 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
27 Section 5-04.3(9)C6.
28
29 "Compaction Price Adjustment", by calculation.
30
31 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
32 04..3(10)D3.
33
34 "Roadway Core", per each.
35
36 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)
37 shall be incidental and included within the unit Bid price per each and no additional
38 payments will be made.
39
40 "Cyclic Density Price Adjustment", by calculation.
41
42 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
43 5-04.3(10)B.
44

Division 8
Miscellaneous Construction

Guardrail

Construction Requirements

Section 8-11.3 is supplemented with the following:

Measurement

Section 8-11.4 is supplemented with the following:

(March 13, 1995)

Box culvert guardrail steel posts will be measured per each, for each postinstalled.

Payment

Section 8-11.5 is supplemented with the following:

(August 6, 2018)

"Box Culvert Guardrail Steel Post Type 31", per each.

The unit contract price per each for "Box Culvert Guardrail Steel Post Type 31" shall be full pay for completing the installation of the posts, including furnishing, placing and compacting the backfill material.

Alternate Structure

Description

Fast Cast Bridge will be used in place of the culvert shown on the design plans. Contact Andy Vanaman with Premier Steel at 918-227-0110 or email AVanaman@premiersteelservices.com

Measurement

No unit of measurement shall apply to the lump sum price for "Precast Reinf. Conc. Box Culvert No."

Payment

Payment will be made the following bid item:

"Precast Reinf. Conc. Box Culvert No.", LS

Remove and Resetting Wire Fence

Construction Requirements

The existing fence within the project boundary along the west side of the project shall be removed to facilitate the temporary Diversion Road is in construction. Once the Diversion

1 Road is removed, a new Type 2 wire fence and Double Gate be constructed in original
2 location per the WSDOT standard plan L-10.10-02
3

4 **Measurement**

5 No unit of measurement shall apply to the lump sum price for "Removing and Resetting Wire
6 Fence".
7

8 **Payment**

9 Payment will be made in accordance with Section 1-04.1, for each of the following bid items:
10
11 "Removing and Resetting Wire Fence", LF
12

13 **Appendices**

14

15 The following appendices are attached and made a part of this contract:

16

17 Hatchery Bridge Project
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32 **Standard Plans**

33 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-
34 01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is
35 made a part of this contract.

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33
34 The Standard Plans are revised as follows:

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

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

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

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B-10.60
DELETED

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B-82.20

1 DELETED
2
3 B-90.40
4 Valve Detail – DELETED
5
6 C-1
7 Delete Note 1.
8
9 Revise Note 2 to read “Remove all rail washers, also called “Snow Load Rail Washers”,
10 when encountered during raising beam guardrail work and the guardrail raising work
11 requires removal of the rail.
12
13 Re-number all notes.
14
15 C-4b
16 DELETED
17
18 C-4e
19 DELETED
20
21 C-8a
22 Delete “Section A-A, Type 4 Detail
23
24 C-20.11
25 Delete Notes 1 & 2. Re-Number all notes.
26 Delete “ Snow Load Post Washer” and “Snow Load Rail Washer” details.
27
28 C-22.14
29 DELETED
30
31 C-22.16
32 Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read:
33 “Elevation G = (Elevation S – D x (0.1) + 31/12”
34
35 C-40.14
36 DELETED
37
38 C-70.10
39 Sheet 1, Note 1 was - “1. PERMANENT INSTALLATION requirements: Embed barrier
40 3” (in) minimum; ...” is revised to read: “1. Installation requirements: Embed barrier 3”
41 (in) minimum in asphalt or concrete; embed barrier 10” (in) minimum in soil; ...”
42
43 Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.
44
45 Sheet 1, add new Note 3, “3. See Sheet 2 for barrier with a 2’-10” reveal installed in
46 asphalt or concrete. See Sheet 3 for barrier with a 3’-6” reveal installed in asphalt or
47 concrete.”
48
49 Sheet 2, the detail titled “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 5” (IN) MAX.
50 GRADE SEPARATION” has the following changes:
51 1. The detail title is changed to “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 4” (IN)
52 MAX. GRADE SEPARATION”.

1 2. The callout “GRADE SEPARATION--5” MAX.” is changed to “GRADE SEPARATION--
2 4” MAX.”
3
4 C-85.11
5 Add new Note 3 “3. Contact the HQ Bridge traffic barrier specialist before using this
6 barrier placement plan for projects involving new or reconstructed bridges.”
7
8 C-90.10
9 DELETED
10
11 D-10.10
12 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with
13 traffic barriers attached on top of the wall are considered non-standard and shall be
14 designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the
15 revisions stated in the 11/3/15 Bridge Design memorandum.
16
17 D-10.15
18 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with
19 traffic barriers attached on top of the wall are considered non-standard and shall be
20 designed in accordance with the current WSDOT BDM and the revisions stated in the
21 11/3/15 Bridge Design memorandum.
22
23 D-10.30
24 Wall Type 5 may be used in all cases.
25
26 D-10.35
27 Wall Type 6 may be used in all cases.
28
29 D-10.40
30 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with
31 traffic barriers attached on top of the wall are considered non-standard and shall be
32 designed in accordance with the current WSDOT BDM and the revisions stated in the
33 11/3/15 Bridge Design memorandum.
34
35 D-10.45
36 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with
37 traffic barriers attached on top of the wall are considered non-standard and shall be
38 designed in accordance with the current WSDOT BDM and the revisions stated in the
39 revisions stated in the 11/3/15 Bridge Design memorandum.
40
41 D-15.10
42 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”
43 are withdrawn. Special designs in accordance with the current WSDOT BDM are
44 required in place of these STD Plans.
45
46 D-15.20
47 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”
48 are withdrawn. Special designs in accordance with the current WSDOT BDM are
49 required in place of these STD Plans.
50
51 D-15.30

1 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
2 are withdrawn. Special designs in accordance with the current WSDOT BDM are
3 required in place of these STD Plans.
4
5 F-10.12
6 Section Title, was – "Depressed Curb Section" is revised to read: "Depressed Curb and
7 Gutter Section"
8
9 F-10.40
10 "EXTRUDED CURB AT CUT SLOPE", Section detail - Deleted
11
12 F-10.42
13 DELETE – "Extruded Curb at Cut Slope" View
14
15 G-25.10
16 Key Note 3, second sentence, was – "For single-post installations, divide the
17 (#2w/diamond shape symbol) post MAX. XYZ in half." Is revised to read: "For single-
18 post installations, divide the two-post MAX. XYZ in half."
19
20 G-60.10
21 DELETED
22
23 G-60.20
24 DELETED
25
26 G-60.30
27 DELETED
28
29 G-70.10
30 DELETED
31
32 G-70.20
33 DELETED
34
35 H-70.20
36 Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is
37 revised to H-70.10
38
39 J-10.21
40 Note 18, was – "When service cabinet is installed within right of way fence, see
41 Standard Plan J-10.22 for details." Is revised to read; "When service cabinet is installed
42 within right of way fence, or the meter base is mounted on the exterior of the cabinet,
43 see Standard Plan J-10.22 for details."
44
45 J-10.22
46 Key Note 1, was – "Meter base per serving utility requirements~ as a minimum, the
47 meter base shall be safety socket box with factory-installed test bypass facility that
48 meets the requirements of EUSERC drawing 305." Is revised to read; "Meter base per
49 serving utility requirements~ as a minimum, the meter base shall be safety socket box
50 with factory-installed test bypass facility that meets the requirements of EUSERC
51 drawing 305. When the utility requires meter base to be mounted on the side or back of

1 the service cabinet, the meter base enclosure shall be fabricated from type 304
2 stainless steel.”
3 Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T”
4 rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp –
5 120/277 volt “T” rated).”
6 Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to
7 read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts
8 shall not extend into the vertical limits of the breaker array(s).”
9 Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper.
10 See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read;
11 “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See
12 Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”
13 Note 1, was – “...socket box mounting detail, see Standard Plan J-3b.” is revised to
14 read to read: “...socket box mounting detail, see Standard Plan J-10.20.”
15 Note 6, was – “...See door hinge detail, Standard Plan J-3b.” is revised to read: “...See
16 door hinge detail, Standard Plan J-10.20.”
17

18 J-20.26

19 Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian
20 pushbutton post.”
21

22 J-20.16

23 ViewA, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE
24

25 J-21.10

26 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR
27 BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” IS
28 REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR
29 REQ'D. PER ASSEMBLY”

30 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
31 of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)”
32 from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation
33 to find 2 # 4 reinf. Bar.

34 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
35 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)”
36 from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation
37 to find 1 # 4 reinf. Bar.

38 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
39 of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)”
40 from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation
41 to find 2 # 4 reinf. Bar.

42 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
43 of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)”
44 from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation
45 to find 1 # 4 reinf. Bar.

46 Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping
47 Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN)
48 Diam. Torque Clamping Bolts (see Note 1)”

49 Detail F, callout, “¾” (IN) x 2' – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is
50 revised to read; “¾” (IN) x 2' – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”
51

52 J-21.15

1 Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE
2 NIPPLE ~ 1 ½” (IN) DIAM.
3
4 J-21.16
5 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASENIPPLE
6
7 J-22.15
8 Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”
9 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE
10 NIPPLE ~ 1 ½” (IN) DIAM.
11
12 J-40.10
13 Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S.
14 FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2”
15 (IN) S. S. FLATWASHER”
16
17 J-75.20
18 Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel
19 Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with
20 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
21 bands and associated hardware.”
22
23 J-81.10
24 Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit
25 623 (T4-5) [middle ckt] is revised to read; circuit **622 (T4-5)**.
26
27 K-80.30
28 DELETED
29
30 K-80.35
31 Add New Note 1 – “1. The intended use of this plan is for the temporary installation of
32 Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge
33 decks, or hot mix asphalt pavement.”
34
35 Re-number all notes.
36
37 Remove all references to Type F barrier shown on the Standard Plan.
38
39 K-80.37
40 Revise Note 1 to read: “1. The intended use of this plan is for the temporary installation
41 of F-Shape NARROW BASE concrete barrier (See Standard Plan C-60.10) on cement
42 concrete pavement, bridge decks.”
43
44 Replace all references stating “NARROW BASE, ALTERNATIVE TEMPORARY
45 CONCRETE BARRIER SEGMENT” with “F-Shape NARROW BASE concrete barrier
46 segment.”
47
48 M-3.50
49 Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left
50 corner, “taper” dimension; callout – was “40’ if Posted Speed is 40 MPH or less 100’ if
51 Posted Speed is more than 40 MPH” is revised to read; “See Contract”
52

1	<u>M-5.10</u>		
2	Right-Turn Channelization view, dimension, upper right corner, "taper" dimension;		
3	callout – was "50' MIN." is revised to read; "See Contract"		
4			
5	<u>M-24.50</u>		
6	DELETED		
7			
8	The following are the Standard Plan numbers applicable at the time this project was		
9	advertised. The date shown with each plan number is the publication approval date		
10	shown in the lower right-hand corner of that plan. Standard Plans showing different		
11	dates shall not be used in this contract.		
12			
	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-40.10-04..... 7/31/19	A-50.40-00..... 11/17/08
	A-10.30-00..... 10/5/07	A-40.15-00..... 8/11/09	A-60.10-03..... 12/23/14
	A-20.10-00..... 8/31/07	A-40.20-04..... 1/18/17	A-60.20-03..... 12/23/14
	A-30.10-00..... 11/8/07	A-40.50-02..... 12/23/14	A-60.30-01..... 6/28/18
	A-30.30-01..... 6/16/11	A-50.10-00..... 11/17/08	A-60.40-00..... 8/31/07
	A-30.35-00..... 10/12/07	A-50.20-01..... 9/22/09	
13			
	B-5.20-02..... 1/26/17	B-30.50-03..... 2/27/18	B-75.20-02..... 2/27/18
	B-5.40-02..... 1/26/17	B-30.70-04..... 2/27/18	B-75.50-01..... 6/10/08
	B-5.60-02..... 1/26/17	B-30.80-01..... 2/27/18	B-75.60-00..... 6/8/06
	B-10.20-02..... 3/2/18	B-30.90-02..... 1/26/17	B-80.20-00..... 6/8/06
	B-10.40-01..... 1/26/17	B-35.20-00..... 6/8/06	B-80.40-00..... 6/1/06
	B-10.70-00..... 1/26/17	B-35.40-00..... 6/8/06	B-85.10-01..... 6/10/08
	B-15.20-01..... 2/7/12	B-40.20-00..... 6/1/06	B-85.20-00..... 6/1/06
	B-15.40-01..... 2/7/12	B-40.40-02..... 1/26/17	B-85.30-00..... 6/1/06
	B-15.60-02..... 1/26/17	B-45.20-01..... 7/11/17	B-85.40-00..... 6/8/06
	B-20.20-02..... 3/16/12	B-45.40-01..... 7/21/17	B-85.50-01..... 6/10/08
	B-20.40-04..... 2/27/18	B-50.20-00..... 6/1/06	B-90.10-00..... 6/8/06
	B-20.60-03..... 3/15/12	B-55.20-02..... 2/27/18	B-90.20-00..... 6/8/06
	B-25.20-02..... 2/27/18	B-60.20-01..... 6/28/18	B-90.30-00..... 6/8/06
	B-25.60-02..... 2/27/18	B-60.40-01..... 2/27/18	B-90.40-01..... 1/26/17
	B-30.10-03..... 2/27/18	B-65.20-01..... 4/26/12	B-90.50-00..... 6/8/06
	B-30.15-00..... 2/27/18	B-65.40-00..... 6/1/06	B-95.20-01..... 2/3/09
	B-30.20-04..... 2/27/18	B-70.20-00..... 6/1/06	B-95.40-01..... 6/28/18
	B-30.30-03..... 2/27/18	B-70.60-01..... 1/26/17	
	B-30.40-03..... 2/27/18		
14			
	C-1..... 6/28/18	C-20.15-02..... 6/11/14	C-40.18-03..... 7/21/17
	C-1a..... 7/14/15	C-20.18-02..... 6/11/14	C-60.10-00..... 8/22/19
	C-1b..... 7/14/15	C-20.19-02..... 6/11/14	C-70.10-01..... 6/17/14
	C-1d..... 10/31/03	C-20.40-06..... 7/21/17	C-75.10-01..... 6/11/14
	C-2c..... 6/21/06	C-20.41-01..... 7/14/15	C-75.20-01..... 6/11/14
	C-4f..... 7/2/12	C-20.42-05..... 7/14/15	C-75.30-01..... 6/11/14
	C-6a..... 10/14/09	C-20.45.01..... 7/2/12	C-80.10-01..... 6/11/14
	C-7..... 6/16/11	C-22.16-06..... 7/21/17	C-80.20-01..... 6/11/14
	C-7a..... 6/16/11	C-22.40-06..... 7/21/17	C-80.30-01..... 6/11/14
	C-8..... 2/10/09	C-22.45-03..... 7/21/17	C-80.40-01..... 6/11/14
	C-8a..... 7/25/97	C-23.60-04..... 7/21/17	C-80.50-00..... 4/8/12
	C-8b..... 2/29/16	C-24.10-01..... 6/11/14	C-85.10-00..... 4/8/12

C-8e	2/21/07	C-25.20-06.....	7/14/15	C-85.11-00	4/8/12
C-8f	6/30/04	C-25.22-05.....	7/14/15	C-85.14-01	6/11/14
C-16a.	7/21/17	C-25.26-03.....	7/14/15	C-85.15-01	6/30/14
C-20.10-04	7/21/17	C-25.30-00.....	6/28/18	C-85.16-01	6/17/14
C-20.11-00.....	7/21/17	C-25.80-04.....	7/15/16	C-85.18-01	6/11/14
C-20.14-03	6/11/14	C-40.16-02.....	7/2/12	C-85.20-01	6/11/14
1					
D-2.04-00	11/10/05	D-2.48-00	11/10/05	D-3.17-02.....	5/9/16
D-2.06-01	1/6/09	D-2.64-01	1/6/09	D-4.	12/11/98
D-2.08-00	11/10/05	D-2.66-00.....	11/10/05	D-6.	6/19/98
D-2.14-00	11/10/05	D-2.68-00.....	11/10/05	D-10.10-01	12/2/08
D-2.16-00	11/10/05	D-2.80-00.....	11/10/05	D-10.15-01	12/2/08
D-2.18-00	11/10/05	D-2.82-00.....	11/10/05	D-10.20-01	8/7/19
D-2.20-00	11/10/05	D-2.84-00.....	11/10/05	D-10.25-01	8/7/19
D-2.32-00	11/10/05	D-2.86-00.....	11/10/05	D-10.30-00	7/8/08
D-2.34-01	1/6/09	D-2.88-00.....	11/10/05	D-10.35-00	7/8/08
D-2.36-03	6/11/14	D-2.92-00.....	11/10/05	D-10.40-01	12/2/08
D-2.42-00	11/10/05	D-3.09-00.....	5/17/12	D-10.45-01	12/2/08
D-2.44-00	11/10/05	D-3.10-01.....	5/29/13		
D-2.60-00	11/10/05	D-3.11-03.....	6/11/14		
D-2.62-00	11/10/05	D-3.15-02.....	6/10/13		
D-2.46-01	6/11/14	D-3.16-02.....	5/29/13		
2					
E-1.	2/21/07	E-4.	8/27/03		
E-2.	5/29/98	E-4a	8/27/03		
3					
F-10.12-03.....	6/11/14	F-10.62-02	4/22/14	F-40.15-03	6/29/16
F-10.16-00.....	12/20/06	F-10.64-03	4/22/14	F-40.16-03	6/29/16
F-10.18-01.....	7/11/17	F-30.10-03	6/11/14	F-45.10-02	7/15/16
F-10.40-03.....	6/29/16	F-40.12-03	6/29/16	F-80.10-04	7/15/16
F-10.42-00.....	1/23/07	F-40.14-03	6/29/16		
4					
G-10.10-00	9/20/07	G-25.10-04	6/10/13	G-95.10-02	6/28/18
G-20.10-02	6/23/15	G-26.10-00.....	7/31/19	G-95.20-03	6/28/18
G-22.10-04	6/28/18	G-30.10-04	6/23/15	G-95.30-03	6/28/18
G-24.10-00	11/8/07	G-50.10-03	6/28/18		
G-24.20-01	2/7/12	G-90.10-03.....	7/11/17		
G-24.30-02	6/28/18	G-90.11-00.....	4/28/16		
G-24.40-07	6/28/18	G-90.20-05.....	7/11/17		
G-24.50-05	8/7/19	G-90.30-04.....	7/11/17		
G-24.60-05	6/28/18	G-90.40-02.....	4/28/16		
5					
H-10.10-00	7/3/08	H-32.10-00.....	9/20/07	H-70.10-01	2/7/12
H-10.15-00	7/3/08	H-60.10-01.....	7/3/08	H-70.20-01	2/16/12
H-30.10-00	10/12/07	H-60.20-01.....	7/3/08	H-70.30-02	2/7/12
6					
I-10.10-01	8/11/09	I-30.20-00	9/20/07	I-40.20-00	9/20/07
I-30.10-02	3/22/13	I-30.30-02	6/12/19	I-50.20-01	6/10/13
I-30.15-02	3/22/13	I-30.40-02	6/12/19	I-60.10-01	6/10/13
I-30.16-01	7/11/19	I-30.60-02	6/12/19	I-60.20-01	6/10/13
I-30.17-01	6/12/19	I-40.10-00	9/20/07	I-80.10-02	7/15/16

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J-107/18/97	J-28.40-02 6/11/14	J-60.13-00.....6/16/10
J-10.10-03.....6/3/15	J-28.42-01 6/11/14	J-60.14-01.....7/31/19
J-10.15-01 6/11/14	J-28.43-01 6/28/18	J-75.10-02.....7/10/15
J-10.16-00.....6/3/15	J-28.45-03 7/21/16	J-75.20-01.....7/10/15
J-10.17-00.....6/3/15	J-28.50-03 7/21/16	J-75.30-02.....7/10/15
J-10.18-00.....6/3/15	J-28.60-02 7/21/16	J-75.40-02.....6/1/16
J-10.20-02.....7/31/19	J-28.70-03 7/21/17	J-75.41-01.....6/29/16
J-10.21-00.....6/3/15	J-29.10-01 7/21/16	J-75.45-02.....6/1/16
J-10.22-00 5/29/13	J-29.15-01 7/21/16	J-80.10-00.....6/28/18
J-10.25-00.....7/11/17	J-29.16-02 7/21/16	J-80.15-00.....6/28/18
J-12.15-00.....6/28/18	J-30.10-00 6/18/15	J-81.10-00.....6/28/18
J-12.16-00.....6/28/18	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-15.10-01 6/11/14	J-40.10-04 4/28/16	J-90.10-03.....6/28/18
J-15.15-02.....7/10/15	J-40.20-03 4/28/16	J-90.20-03.....6/28/18
J-20.10-04 7/31/19	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-20.11-03..... 7/31/19	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.15-03 6/30/14	J-40.36-02.....7/21/17	
J-20.16-02 6/30/14	J-40.37-02.....7/21/17	
J-20.20-02 5/20/13	J-40.38-01 5/20/13	
J-20.26-01 7/12/12	J-40.39-00.....5/20/13	
J-21.10-04 6/30/14	J-40.40-02.....7/31/19	
J-21.15-01 6/10/13	J-45.36-00.....7/21/17	
J-21.16-01 6/10/13	J-50.05-00.....7/21/17	
J-21.17-01 6/10/13	J-50.10-01.....7/31/19	
J-21.20-01 6/10/13	J-50.11-02.....7/31/19	
J-22.15-02 7/10/15	J-50.12-02.....8/7/19	
J-22.16-03 7/10/15	J-50.13-00.....8/22/19	
J-26.10-03.....7/21/16	J-50.15-01.....7/21/17	
J-26.15-01.....5/17/12	J-50.16-01.....3/22/13	
J-26.20-01.....6/28/18	J-50.18-00.....8/7/19	
J-27.10-01.....7/21/16	J-50.19-00.....8/7/19	
J-27.15-00.....3/15/12	J-50.20-00.....6/3/11	
J-28.10-02 8/7/19	J-50.25-00.....6/3/11	
J-28.22-00 8/07/07	J-50.30-00.....6/3/11	
J-28.24-01 6/3/15	J-60.05-01.....7/21/16	
J-28.26-01 12/02/08	J-60.11-00..... 5/20/13	
J-28.30-03 6/11/14	J-60.12-00 5/20/13	

2

K-70.20-01.....6/1/16
 K-80.10-01.....6/1/16
 K-80.20-00.....12/20/06
 K-80.35-00.....2/21/07
 K-80.37-00.....2/21/07

3

L-10.10-02 6/21/12	L-40.10-02 6/21/12	L-70.10-01..... 5/21/08
L-20.10-03 7/14/15	L-40.15-01..... 6/16/11	L-70.20-01..... 5/21/08
L-30.10-02 6/11/14	L-40.20-02 6/21/12	

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M-1.20-03..... 6/24/14	M-11.10-03 8/7/19	M-40.20-00...10/12/07
M-1.40-02..... 6/3/11	M-12.10-01.....6/28/18	M-40.30-01..... 7/11/17
M-1.60-02..... 6/3/11	M-15.10-01..... 2/6/07	M-40.40-00..... 9/20/07

M-1.80-03 6/3/11	M-17.10-02 7/3/08	M-40.50-00 9/20/07
M-2.20-03 7/10/15	M-20.10-02 6/3/11	M-40.60-00 9/20/07
M-2.21-00 7/10/15	M-20.20-02 4/20/15	M-60.10-01 6/3/11
M-3.10-03 6/3/11	M-20.30-04 2/29/16	M-60.20-02 6/27/11
M-3.20-02 6/3/11	M-20.40-03 6/24/14	M-65.10-02 5/11/11
M-3.30-03 6/3/11	M-20.50-02 6/3/11	M-80.10-01 6/3/11
M-3.40-03 6/3/11	M-24.20-02 4/20/15	M-80.20-00 6/10/08
M-3.50-02 6/3/11	M-24.40-02 4/20/15	M-80.30-00 6/10/08
M-5.10-02 6/3/11	M-24.60-04 6/24/14	
M-7.50-01 1/30/07	M-24.65-00 7/11/17	
M-9.50-02 6/24/14	M-24.66-00 7/11/17	
M-9.60-00 2/10/09	M-40.10-03 6/24/14	

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Appendix A

Geotechnical Report

Appendix B

Plans

Appendix C

Contract, Bonding, and Change orders



**Confederated Tribes of the Chehalis Reservation
CONSTRUCTION CONTRACT**

for the

Howanut Hatchery Bridge Project

This Contract is made by and between the Confederated Tribes of the Chehalis Reservation, (Tribe) and, **XXXXXX(Contractor)**. This Contract is for work to be performed (the work) for the Grand Mound Roadway 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:

1. Contract Schedule.

- 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 **XXXXXXXX**.
- 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 **XXXXXX**. 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 **XXXXXXXXXXXX**. 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 warrantee, 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 states 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:

By mail	
XXXXXXX ATTN: XXXXX XXXXXXXXX XXXXXXXXX	Chehalis Planning ATTN: Brian von Clück 420 Howanut road Oakville, WA 98568
By email	
XXXXXXX	bvoncluck@chehalis tribe.org

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**

XXXXXXXXXXXXX (Contractor)

Planning Director

XXXXXXXXXXXXX

Date: _____

Date: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That _____, as PRINCIPAL, and _____, a corporation duly authorized to act as a surety company in the State of Washington as SURETY, are jointly and severally held and bound unto the Confederated Tribes of the Chehalis Reservation as Obligee, hereinafter called OWNER, in the sum of

_____ dollars and _____ cents, (\$ _____), for the payment of which we jointly and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

Nothing herein constitutes a waiver of the Tribe's sovereign immunity nor will the Tribe waive that immunity under any circumstance.

In Witness Whereof, the parties hereto have caused this Bond to be executed in This _____ day of _____, 2021.

PRINCIPAL:

SURETY:

By _____

By _____
Attorney-in-fact

Title: _____

Attest: _____

Secretary

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

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

PAYMENT BOND

Bond Number _____

KNOW ALL PERSONS BY THESE PRESENTS, That _____, as
PRINCIPAL, hereinafter called PRINCIPAL, and _____, a
corporation organized and existing under the laws of the State of Washington as SURETY, hereinafter
called SURETY, are held and firmly bound unto the Confederated Tribes of the Chehalis Reservation
as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as herein below defined,
in the amount of _____ dollars and
_____ cents (\$ _____),
for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executor,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has written agreement dated _____, 2021,
entered into a contract with OWNER for Elders Center in accordance with drawings and
specifications prepared by Century West Engineering Corporation, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the
PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and
material used or reasonably required for use in the performance of the contract, then his obligation
shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions:

- (1) A claimant is defined as one having a direct contract with the principal or with the subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above named principal and surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be

liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant.

(A) Unless claimant, other than one having a direct contract with the principal, shall have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Washington save that such service need not be made by a public offer.

(B) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(C) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Nothing herein constitutes a waiver of the Tribe's sovereign immunity nor will the Tribe waive that immunity under any circumstance.

Witness

(Seal)

(Seal)

By

By

have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Washington save that such service need not be made by a public offer.

- (C) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (D) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Nothing herein constitutes a waiver of the Tribe's sovereign immunity nor will the Tribe waive that immunity under any circumstance.

Confederated Tribes of the Chehalis Reservation



CHANGE ORDER NO.

Planning

Project:

Department

Contractor:

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

Date: Project #:

requests.

Contract #: _____

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:

	CE		Amount

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

CONTRACTOR'S ACCEPTANCE

BY: _____

SIGNED: _____

TITLE: _____

DATE: _____

OWNER'S ACCEPTANCE

BUILDING OFFICIAL'S RECOMMENDATION

BY: Don Terry _____

SIGNED: _____

TITLE: Chief Building Official _____

DATE: _____

PROJECT MANAGER'S RECOMMENDATION

BY: Amy Loudermilk

SIGNED: _____
TITLE: Planning Director

DATE: _____

BY: Bryan Sanders

SIGNED: _____
TITLE: Project Manager

DATE: _____