



The Tulalip Tribes Roads and Transportation Division

Project #: 2023-001-PW

Project Title: Bleacher Foundation Installation

Bid Issuance: January 18, 2023

Mandatory Pre-Bid: January 26, 2023

Questions by: January 30, 2023

Submission Deadline: February 8, 2023

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NOTICE TO BIDDERS

Sealed bid proposals will be received by the Tulalip Tribes of Washington, at the Tulalip Tribes 116th Street NE Job Shack Site located at 11404 – 34th Avenue NE, Tulalip, WA 98271 for the following Project:

BID SOLICITATION NUMBER: **2023-001-PW**

Bleacher Foundation Installation

Alpheus Gunny Jones Sr Ball Fields

Tulalip, Washington

The Construction Manager for the Project is:

Roads and Transportation Division

Attn. Nicole Smith

6406 Marine Drive

Tulalip, WA 98271

Telephone: (360) 716-4697

E-mail: nicolesmith@tulaliptribes-nsn.gov

Pre-Bid Meeting:

A **Mandatory (Walkthrough) pre-bid meeting** will be held on **January 26th at 10:00 AM** at:

Alpheus Gunny Jones Sr Ball Fields

Tulalip, Washington

All Bidders are required to attend this pre-bid meeting to visit the project site to acquaint themselves with the local conditions under work to be performed, correlate personal observations with the requirements of Bid and Contract Documents. **Upon request by Bidders attending pre-bid meeting**, a site visit will be conducted immediately after the pre-bid meeting.

Scope:

The work of this Bid Package consist of the work as shown and indicated on **ATTACHMENT 1 – SCOPE OF WORK**. The work is not restricted by division of drawing(s) or specification(s). Unless otherwise specifically noted, **ALL WORK** to be performed shall consist of but not limited to Labor, Materials, Tools, Equipment, Supervision, Insurance, Applicable Taxes, and all other associated provisions necessary to provide and install the complete Scope of Work of the Prime Contract in its entirety in strict accordance with the Contract Documents.

Contracting Terms:

The project located on and within the boundaries of the Tulalip Reservation. Completion time is limited to **30 Calendar Days upon Notice to Proceed**.

Questions:

Any Proposed Equal for a Standard shall be submitted to the Construction Manager no later than seven (7) days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

Qualification:

Since there is a reasonable expectation that two or more qualified Native American Owned Business (NAOB) enterprises or organizations (i.e., Prime Contractors) are likely to submit responsive bids the Request for Bid Proposals will be **restricted to qualified Tulalip TERO Certified Native Owned Business' (NAOB)**. Bidders or persons and entities submitting bid proposals shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified, qualified NAOB enterprise or organization with their Bid. Lower-tiered contractors and or material suppliers are encouraged to submit their bid quotations to a qualified NAOB enterprises and or organizations (i.e., Prime Contractor).

Disqualifications:

Incomplete submissions, statements known to be or subsequently found to be inaccurate or misleading, or incorrect scope of work may be disqualified from the evaluation process.

Tulalip Employment Rights Office (TERO):

Native American Preference related to contracting, subcontracting and suppliers in this project is required and must meet The Tulalip TERO Code, Chapter 9.05. For more information, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360) 716-4747. Tulalip TERO Code, chapter 9.05: <https://www.tulaliptero.com/>.

Bid Closing:

Sealed bids will be received for the Project: **Bleacher Foundation Installation** until **February 8th, 2023**, at **2:00 P.M.** local time, at which time all bids will be opened and read. All required bid documentation shall be submitted to the front reception at the **Tulalip Tribes 116th Street NE Job Shack Site located at: 11404 – 34th Avenue NE, Tulalip WA 98271** by the scheduled bid date and times, ORAL, TELEPHONIC, FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

Bidding Documents:

Plans, specifications, addenda, bidder list and plan holders list for this project are available through The Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Subcontractors and Venders by going to:

<https://www.tulaliptribes.com/InvitationToBid/TheTulalipTribes>

<https://www.quilcedavillage.org/Government/Departments/ProjectManagement/BiddingOpportunities>

Bid Documents (ATTACHMENT 2):

- Confidentiality Agreement
- Bid Proposal Form
- Bidder's Certification
- TERO Certification (Contractor to Provide with Bid)
- Proof of Insurance (Contractor to Provide with Bid)
- Tulalip Business License (Contractor to Provide with Bid)
- Washington State Contractor's License (Contractor to Provide with Bid)
- Detailed Cost Estimate (Contractor to Provide with Bid)

Attachments:

1. Scope of Work
2. Bid Documents
3. Sample Contract
4. Plans

**For site review during normal business hours, please contact
the Contract Manager – Nicole Smith**

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REQUEST FOR PROPOSAL

Bleacher Foundation Installation Solicitation #: 2023-001-PW January 18th, 2023

1.0 – INTRODUCTION

The Tulalip Tribes of Washington (“Tribes”) is soliciting Tulalip Tribal Business’ (“Bidders”) with experience in **reinforced concrete foundations** on the Tulalip Reservation. Bidders must have the ability to provide the full-range of services necessary to complete the project.

The Request for Bid is **Restricted to Certified** Tulalip Tribal Members **Small Business**’ (i.e., Bidders) only. The Tulalip Tribes’ TERO will verify Bidders who submit sealed bid proposals to validate certified Tulalip Tribal Member Small Businesses. Bidders shall include with their Bid Proposal (Form) evidence of certification from Tulalip Tribes’ Employment Office (TERO).

Native American Preference related to contracting, subcontracting, and suppliers in the project is required. Bidders shall abide by the Tulalip Tribal Code Chapter 9.05 – TERO Code which provides Indian preference in contracting goods and services.

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

2.0 – SUBMITTALS DEADLINE

Bid Proposals must be received at the Tulalip Tribes 116th Street NE Job Shack Site NO LATER than 2:00 P.M. on February 8th, 2023. Submittals sent by mail or courier shall be sent to the address below and delivered to the deadline indicated above. Fax or electronic mailed (e-mail) submittals will not be acceptable format potentially disqualifying the Bidder from evaluation process.

Roads and Transportation Division
Attn. Nicole Smith
6406 Marine Drive
Tulalip, WA 98271
Telephone: (360) 716-4697

3.0 – SUBMISSION FORMAT

Every Bidder must reply to each of the evaluation criteria set forth below in a clear and concise manner. Bid Submission Responses must be in the same order as listed below, clearly separated, and labeled by response. Brevity is preferred. Do not duplicate information presented in the submission. Pay attention to specific requests for information, addendums, and re-bid documentation. Organize the Bid Submission Response in a manner that enables the **Selection Committee** to quickly access the requested pertinent information. Submissions shall be submitted on 8 ½ x 11 pages, unless otherwise requested, and inside a sealed envelope.

- Confidentiality Agreement
- Bid Proposal Form
- Bidder’s Certification
- TERO Certification (Contractor to Provide with Bid)
- Proof of Insurance (Contractor to Provide with Bid)
- Tulalip Business License (Contractor to Provide with Bid)
- Washington State Contractor’s License (Contractor to Provide with Bid)
- Detailed Cost Estimate (Contractor to Provide with Bid)

Bidders shall submit their bid proposals on the provided ‘Bid Proposal Form’ sealed in an envelope clearly marked as containing a bid, Bid Solicitation Number, Project Name, Name of Bidding entity, and date of bid opening both legible and on the outside of the envelope. The bidder shall fill-in all relevant blank spaces in the Bid Form in black or blue ink, typewriter, or digital text. Bids using pencil, may result in disqualification. Any changes, alteration, or additions in the wording of the Bid Proposal Form may cause the Bidder to be disqualified and rejected as not responsible for award of a contract. **Contract Bonds are not required.**

4.0 MANDATORY - PRE-BID MEETING

A Mandatory Pre-Bid Meeting and Site-Walk will be held on 10:00 AM at this location:

Alpheus Gunny Jones Sr Ball Fields
Tulalip, Washington

All interested firms are required to attend this Pre-Bid Meeting to visit the project site in order to acquaint themselves with the local conditions under which the work will be performed and to obtain personal observations of the project site.

5.0 SCOPE OF WORK SUMMARY

Bleacher Foundation Installation project intentions are to install a new reinforced concrete foundation for a proposed bleacher, on the Tulalip Tribes Reservation. See attached full Scope of work in bid documents.

Scope of Work includes but not limited to:

1. Construction Surveying.
2. Erosion and Sediment Control.
3. Clearing and grading.
4. Subgrade Preparation.
5. Reinforcing Steel.
6. Structural Concrete.
7. Site Cleanup.

General Conditions of the Work, includes but not limited to:

1. Contractor shall protect existing improvements from damage during the performance of Work. Any adjacent property, including without limitation structures, roads, walks, light poles, signage or other improvements, damaged during the Contract Work shall be properly repaired or replaced at the Contractor's expense.
2. Contractor shall assume full responsibility for protection and safekeeping of equipment stored on-site.
3. Contractor shall be responsible for daily site clean-up.
4. Contractor shall be responsible for the removal and disposal of all debris and rubbish generated by the Contract Work.
5. Contractor shall take precautions and shall be responsible for the safety of individuals on the Project and shall comply with all applicable provisions of tribal and federal safety laws and codes to prevent injury to persons on or adjacent to the Project.
6. Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contract Work.
7. Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed. The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.
8. Contractor shall review the attached Contract Form and Scope of Work for additional General Conditions of the Work, Insurance Requirements, and other Contract Requirements.

6.0 BID EVALUATION CRITERIA

The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington. In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington requests and determines to accept. The total of the bids for accepted Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.

Base Bid:

Bidders shall include all materials, equipment, supervision, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of the Work complete.

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

7.0 FINAL SELECTION

The Tulalip Tribes of Washington intend to select the Bidder with the lowest responsive and responsible Bid Proposal. Final selection shall be at the sole discretion of the Tulalip Tribes' Board of Directors. While it is the expressed intent of the Board of Directors to select the Firm with the lowest responsive and responsible Bid Proposal, the Tulalip Tribes reserve the right to select any responsive and responsible Firm they determine.

8.0 RIGHT OF REJECTION

The Tulalip Tribes of Washington reserves the right to reject any and all Submissions and the right to elect not to proceed with the project.

9.0 SCHEDULE

The Tulalip Tribes anticipates the Contractor selection schedule will be as follows:

Request for Proposal Issued	1-18-2023
Mandatory Pre-Bid Meeting	1-26-2023 @10:00 AM
Questions Due Date	1-30-2023
Answer Due Date	2-4-2023
Bid Opening Date	2-8-2023 @ 2:00 PM

Questions may be delivered by U.S. Mail, facsimile, or by electronic mail. All requests for interpretation shall be brought to the attention of the Construction Manager in writing.

Questions should be addressed to:

Nicole Smith
Roads and Transportation Division
6406 Marine Drive
Tulalip, WA 98271
Telephone: (360) 716-4697
E-mail: nicolesmith@tulaliptribes-nsn.gov

Attachments:

1. Scope of Work
2. Bid Documents
3. Sample Contract
4. Plans

ATTACHMENT - 1
SCOPE OF WORK

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SCOPE OF WORK

PART 1 GENERAL

1.1. GENERAL NOTE

- 1.1.1. Where a specific item of Work is not defined, but is normally inherent to a trade it shall be the responsibility of the Prime Contractor to include the Work in its Bid Proposal.

1.2. CONTRACTOR USE OF SITE

- 1.2.1. Perform Work at site in areas permitted by law, permits, and Contract Documents.
- 1.2.2. Do not unreasonably encumber site with materials or equipment, and do not load structure with weight that will endanger structure. Storage of any materials or equipment shall be coordinated with the Construction Manager prior to delivery on-site. Materials shall be delivered to site on an as needed basis.
- 1.2.3. Contractor shall assume full responsibility for protection and safekeeping of products stored on-site. Obtain and pay for use of additional storage or work areas needed for operations.
- 1.2.4. Use of site: Exclusive and complete, for execution of Work, except access for utility work or, if notified by Owner, Owner's Contractors for other than this Work or Project.
- 1.2.5. Site access: Access to the site for deliveries and operations shall be coordinated with Construction Manager and shall be performed in accordance with all local, city and county and or township requirements.
- 1.2.6. Contractors' normal working hours shall be 7:30 A.M. to 4:00 P.M. Monday thru Friday. Work performed outside of these hours is possible, subject to the approval of the Construction Manager.
 - 1.2.6.1. Request by Contractor for working after hours shall be made at least 72 hours prior to requested period. Request shall be presented to the Owners Representative and/or the Construction Manager in writing.
 - 1.2.6.2. If performance of Contractor's Work produces excessive fumes, the Owner may require the Work to be performed after business hours.

1.3. SCOPE OF WORK:

- 1.3.1. The following is a description of the Prime Contract Bid Package for the Project known as “Bleacher Foundation Installation #: 2023-001-PW”. This section describes the work within this Bid Package as designated by the Construction Manager. Contractor shall cooperate and coordinate their work for expedient completion of this Project. This Bid Package description identifies the “SCOPE OF WORK” to be performed by the successful bidder in the specific Bid Package.
- 1.3.2. Questions concerning the “SCOPE OF WORK” related to this respective Prime Contract bid package shall be directed to the Project Manager who shall be the interpreter and be responsible for clarifying the assigned “SCOPE OF WORK.” As identified in Section 5.0 of the Request for Proposal.
- 1.3.3. This “SCOPE OF WORK” is to aid each Bidder in defining the Scope of Work to be included in its proposal. However, omissions from this “SCOPE OF WORK” do not relieve the Bidder from including in its proposal that Work which will be required to complete its Contract. Bidder should read the entire “SCOPE OF WORK” to completely familiarize himself/herself with the Work and to coordinate the interfacing problems that may occur as the Work is assembled and constructed.

PART 2 BID PACKAGE DESCRIPTION

2.1. SUMMARY

- 2.1.1. Each Contractor shall supervise his Work, using his best skills and attention. Contractor shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and or coordinating all portions of their Work
- 2.1.2. The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). A citation of this code can be viewed at the Washington State Department of Revenue’s “Doing business in Indian Country.” This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the Work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Construction Manager.
- 2.1.3. All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to their employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Construction Manager accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor’s employees. Any safety equipment needed on the job, including but not limited to PPE, shall be furnished by each contractor for its employees.
- 2.1.4. Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws regarding worker safety. This shall include all requirements of OSHA and referenced standards therein included.
- 2.1.5. All contractors shall follow OSHA requirements AS A MINIMUM, including but not limited to while on the Project site. As a minimum, all personnel shall wear a sleeved shirt, long pants, work boots, and a hardhat at all times inside the construction limits. This specifically includes delivery drivers and supplier unloading personnel.
 - 2.1.5.1. Horseplay and other unsafe conduct is strictly prohibited.
 - 2.1.5.2. Alcoholic beverages, non-prescription (illegal) drugs, firearms, fireworks, explosives, or weapons are not allowed on Project property.

- 2.1.5.3. No workers are to smoke in the building or within the confines of the site during any phase of construction. This policy also applies to all smokeless tobacco products.
- 2.1.5.4. Theft, abuse, or destruction of property, tools, equipment or materials will not be tolerated.
- 2.1.5.5. Contractors and all of their employees, including those of subcontractors and suppliers, shall abide by any and all rules the Construction Manager or the Owner may have in effect or hereinafter put into effect at the site of the Work including those pertaining to worker and Owner personnel safety, use of cameras, and security procedures or requirements. Contractor shall remove from the Project site any employee violating these rules at the request of the Owner or Construction Manager.
- 2.1.5.6. All Contractors shall distribute a copy of work rules and shall periodically review with tradesmen in weekly Safety meetings. All Contractors shall daily monitor the project to assure that all rules are complied with.
- 2.1.6. Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas must be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.
- 2.1.7. Each Contractor shall be responsible for the protection and security of their equipment, tools, materials, and finished work until Contract Completion is achieved. Damage to or theft of any tools, equipment, or materials, whether incorporated into the work or not, prior to Contract Completion, shall be repaired and or replaced at Contractor's expense. Contractors shall provide protection and security of all Work at all times. Notify Construction Manager immediately of any damage or theft incidents.
- 2.1.8. DAILY CLEANUP of each Contractor's trash & debris is mandatory for this Project and is included in the Contract. Contractor shall remove all debris created by the performance of their Work from the Project site.

2.2. BID PACKAGE #: 2023-001-PW BLEACHER FOUNDATION INSTALLATION PROJECT

- 2.2.1. The Work of this Bid Package consists of the Work as described in the scope of work. The Work is not restricted by division of drawing(s) or specification(s). Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the Contract in its entirety in strict accordance with the Contract Documents.
- 2.2.2. Contractor shall develop and maintain a Project “Site Specific Safety Plan”. All contractors shall abide by the Prime Contractor’s “Safety Plan.”
- 2.2.3. Contractor shall provide construction surveying for the foundation locations and clearing limits.
- 2.2.4. Contractor shall install temporary erosion and sediment control measures.
- 2.2.5. Contractor shall clear and grade bleacher location.
- 2.2.6. Contractor shall install subgrade and crushed rock for foundations.
- 2.2.7. Prime Contractor shall install reinforced concrete foundations.
- 2.2.8. Contractor shall perform final site grading and restoration.
- 2.2.9. Contractor shall remove all temporary erosion and sediment control measures.

(End of Scope of Work)

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ATTACHMENT - 2
BID DOCUMENTS

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CONFIDENTIALITY AGREEMENT

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

I / we, the undersigned, have been provided certain confidential and proprietary information (“*Confidential Information*”) regarding the Tulalip Tribes of Washington for the Project identified as **Bleacher Foundation Installation, #: 2023-001-PW**. “*Confidential Information*” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

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

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

Agreed to and accepted:

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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BID PROPOSAL FORM

Project Name: Bleacher Foundation Installation **Date of Bid:** _____

Location of Project: Alpheus Gunny Jones Sr Ball Fields

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

YES _____ **If Yes, Percentage (%) of Indian Ownership:** _____ **% NO** _____

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Architect and The Tulalip Tribes of Washington for the above-referenced Project, and the following Addenda:

ADDENDA ACKNOWLEDGED (Enter Addenda Number and Date of Addenda below):

- 1. _____ 2. _____
- 3. _____ 4. _____

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

BASE BID FOR PACKAGE Project # 2023-001-PW Bleacher Foundation Installation

BASE BID AMOUNT: \$ _____
(Write in Number Form Above)

TERO TAX (1.75%) AMOUNT: \$ _____
(Write in Number Form Above)

BASE BID PLUS TERO TAX : \$ _____
(Write in Number Form Above)

**Work Within Tribal Reservation Boundary, Washington
State Sales Tax Does Not Apply.**

BIDDER'S CERTIFICATION

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

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with Tribal Employment Rights Ordinance No. 60 and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with Tribal Contracting Ordinance No. 89 and give preference to certified, qualified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid.
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

Any modification made to either the bid form or exception taken to the defined scope of work outlined in this bid package may result in the bid proposal being considered non-responsive.

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

**BIDDERS NAMES
(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One)	Corporation	Partnership	Sole Proprietorship	Limited Liability Corporation
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Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

Bid Documents

TERO Certification (Contractor to Provide with Bid)

Bid Documents

Proof of Insurance (Contractor to Provide with Bid)

Bid Documents

Tulalip Business License (Contractor to Provide with Bid)

Bid Documents

Washington State Contractors License (Contractor to Provide with Bid)

Bid Documents

Detailed Cost Estimate (Contractor to Provide with Bid)

ATTACHMENT - 3
SAMPLE CONTRACT

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**THE TULALIP TRIBES
CONSTRUCTION CONTRACT**

Contractor

Project # 2023-001-PW

Address

This agreement entered into this _____ day of Month, 20## between The Tulalip Tribes, 6406 Marine Drive, Tulalip, WA hereinafter referred to as "Owner", and Contractor Name Contractor Address hereinafter referred to

WITNESSETH, that the contractor and the OWNER for the consideration stated herein mutually agree as follows.

SECTION ONE
DESCRIPTION OF WORK

This contract consists of this written agreement and all appurtenant "contract documents" described in Section Seven of this agreement. Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the **Scope** work **located at address** in accordance with this contract and the Scope of Work, incorporated as EXHIBIT B.

SECTION TWO
CONTRACT PRICE

The Tulalip Tribes agrees to pay Contractor for the work described a total contract price not to exceed the total amount of \$ _____. Payment of this amount is subject to additions or deductions in accordance with provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to request "Progress Payments" during the course of his work. Progress payments shall be made to the Contractor under terms and conditions described under Section three of this Contract.

SECTION THREE
PAYMENTS

- A. The Owner shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished, which meets the standards of quality established under the Contract, as approved by the Contracting Officer, and Project Coordinator. Payments shall be processed for each draw request within 30 days of final approval once all requested and required documents are received.
- B. The documents required to submit for payment will be a Tulalip draw form, invoice, Tulalip Contract register, certified payroll, Tulalip conditional waiver, release of claim and anything else deemed necessary by the Contract Officer.
- C. The Owner shall retain **Five (5%) percent** of the amount of progress payment until completion and acceptance of all work by the Contract Officer under this contract.
- D. Mobilization draw requests will not exceed 10% of the contract value. The Contractor must include a separate document with the initial draw request detailing out the mobilization fees they are invoicing. If requested by the Contract Officer the Contractor must provide back up for the mobilization fees. Eligible mobilization are: cost incurred to establish field operations; mob trailer/office/storage; operational supplies, set up temp utilities; temp fencing; install site access and traffic control; survey; purchase PPE; permits and other fees; administration fees; document prep fees; insurance; bonds and any other expenses

approved by the Contract Officer as mobilization fees. Invoicing or request for deposits for material will not be authorized with Mobilization, once material is on site it may be invoiced.

- E. All material and work covered by progressing payments made shall, at the time of payment become the sole property of the Owner, but this shall not be construed as:
1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damage work; or
 2. Waiving any right of the Owner to require the fulfillment of all of the terms per the contract, in the event the work of the Contractor has been damaged by other Contractors or persons other than Contractors or persons other than employees of the Owner in the course of their employment the Contractors shall restore such damage work without cost to the Owner and to seek redress for its damage only from those who directly caused it.

SECTION FOUR **FINAL PAYMENT**

- A. The Owner shall make the final payment due the Contractor under this Contract within thirty (30) days after receiving all required documents, Completion of punch list and final acceptance of all work; and
- B. The Owner as retention shall hold **Five (5%) percent** of the full Contract price back for a period of **Three (3) Months**. The purpose of this retention is to secure the Owner, in part, against faulty work by the Contractor or other costs arising from the Contractor's failure to comply with the provisions of this Contract or to complete the Contract to the standard of the industry or to carry out Contractors obligations to others. If after Three (3) Months from the date of completion of this Contract, no issues have arisen which have required, or may require the Owner to call upon all or a part of the retained funds, the funds may be paid to the Contractor. The retention shall be in addition to all other rights of the Owner against the Contractor.
- C. Failure of Contractor to comply with any special guarantees required by the Subcontract documents shall result in the withholding of final payment and the retention payment. Contractor, by accepting final payment, waives all claims except those, which he has previously made in writing.

SECTION FIVE **STARTING AND COMPLETION DATES**

Work under this contract shall commence on **Month ____, 20__** at the start of the business day and shall be completed by **Month ____, 20__**.

SECTION SIX **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work within the time specified in the contract, or within any applicable extension of the time provided within an approved field directive / contract modification to the Contractor, the Contractor shall pay to the Owner as liquidated damages, the sum of **\$150.00** for each day of delay. The Contractor remains liable for damages caused other than by delay. If no amount is inserted in this paragraph, the Contractor shall pay to the Owner the actual amount of all damages sustained by the Owner as a result of such delay.

SECTION SEVEN
CONTRACT DOCUMENTS

The contract documents on which the agreement between Owner and Contractor is based, in accordance with which the work is to be done, are as follows:

1. This instrument
2. Emailed Invitation to Bid notice attached as EXHIBIT A
3. Scope of Work, Plans, Spec's attached as EXHIBIT B
4. The Contractor's proposal, EXHIBIT C
5. Any Contract Modifications hereafter to be made attached as EXHIBIT D

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

SECTION EIGHT
AUTHORITY OF CONTRACT OFFICER AND PROJECT COORDINATOR

Contract Officer Name is hereby designated Contracting Officer and Project Coordinators Name is hereby designated Project Coordinator for purposes of this agreement. The duties and authority of the Contract Officer and Project Coordinator shall be as follows:

- A. General administration of contract. The primary function of the Tribal Contract Officer is to provide general administration of the contract as representative of the Owner during the entire period of construction.
- B. Inspection, opinions and progress reports. The Contracting Officer and Project Coordinator shall keep familiar with the progress and quality of the work being performed by Contractors and their subcontractors. The Contracting Officer and Project Coordinator will make general determinations as to whether the work is proceeding in accordance with the Contract. Neither Owner nor the Contracting Officer and Project Coordinator will be responsible for the means of construction or for Contractor's failure to perform the work properly and in accordance with the Contract document.
- C. Access to worksite for inspections. The Contracting Officer and Project Coordinator shall have free access to the work at all times during the Contract period. However, the Contracting Officer and Project Coordinator are not required to make exhaustive or continuous on-site inspections to perform the duty of checking and reporting on work progress.
- D. Interpretation of Contract Documents. The Contracting Officer will be the interpreter of the contract documents requirements and will make decisions on claims and disputes between the Contractor and Owner.
- E. Progress payment certification. The Contracting Officer will assure compliance is followed and all required documents with draw request is submitted. The Contract Officer is responsible for compliance, legal and financial matters. The Project Coordinator will perform site inspections and observations of the work and determine the amount owing to the Contractor as the work progresses based on Contractor's Tulalip draw form and invoice as per section (3) three. The Contract Officer and Project Coordinator will issue certificates for progress payments, final payment and retention payments in accordance with the terms of the Contract.

SECTION NINE
RESPONSIBILITIES OF CONTRACTOR

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

- A. **SELF-PERFORM.** Contractor will be required to self-perform no less than _____ percent (___%) of the project's total contracted labor. In the subcontracting of the work, the Contractor will be responsible to provide the Owner a copy of all subcontract agreement templates in the performance of this contract for prior approval.
- B. **SUPERVISION RESPONSIBILITY.** Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that their bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract. Contractor will provide proof of bonding before onsite.
- C. **DISCIPLINE AND EMPLOYMENT.** Contractor shall maintain at all times strict discipline among their workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he/she was employed
- D. **FURNISHING OF LABOR, MATERIALS, ETC.** Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the project, paying the fees therefore in accordance with the Contract Documents.
- E. **MANUFACTURER'S INSTRUCTIONS.** Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instructions and recommendations are more explicit or stringent than requirements contained within Contract documents.
- F. **PAYMENT OF TAXES, PROCUREMENT OF LICENSE AND PERMITS.** Contractor shall pay any applicable taxes required by law in connection with work on the project and shall secure all licenses and permits other than Tulalip permits which will be provided, necessary for proper completion of the work, paying the fees therefore. The Tulalip Tribes is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. As a recognized tribal government, the Tulalip Tribes and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). **Upon request, a Tax Exemption form may be obtained from the Tulalip Tribes.** WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retail service (e.g. construction services) is performed for the member or tribe in Indian country.
- G. **PAYMENT OF ROYALTIES AND LICENSE FEES, HOLD HARMLESS AGREEMENT.** Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless therefrom.
- H. **COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of the public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the contract officer promptly on discovery of such variance.

- I. RESPONSIBILITIES FOR NEGLIGENCE OF EMPLOYEES AND SUBCONTRACTORS. Contractor assumes full responsibility for acts, negligence, or omission of his/her employees and all other persons doing work under a subcontract with him/her.
- J. WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS. Contractor represents and warrants to Owner that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and conformity with the contract documents. It is understood between the parties all equipment and materials that are not so in conformity are defective.
- K. CLEANLINESS AND PROTECTION. Contractor shall during handling and installation clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.
- L. CLEAN-UP. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish in termination of the project, together with all his tools, equipment, and machinery.
- M. INDEMNITY AND HOLD HARMLESS AGREEMENT. Contractor shall indemnify, defend and hold harmless the Tulalip Tribes its elected and appointed officials, officers, employees, agents and representatives from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorney's fees (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, expenses, damages, penalties, fines, judgment, or decrees by reason of any death, injury or disability to any person or party, including employees, and/or damage to any property or business, including loss of use, caused in whole or part by any act, error or omission of the Contractor, Contractor's employees, agents or subcontractors arising out of or suffered, directly or indirectly, by reason of, or in connection with, the performance of this Contract. The Contractor's obligation shall include, but not be limited to, investigation, adjusting, and defending all claims alleging loss from any action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents or subcontractors. The Contractor's obligations to indemnify, defend and hold harmless shall apply even if the injuries, death or damages, directly or indirectly, result from, arise out of or relate to, one or more negligent acts or omissions of the Tulalip Tribes or its elected and appointed officials, officers, employees, agents, representatives, of the Tulalip Tribes, its agents and its employees acting within the scope of their employment.

If the claim, suit, or action for injuries, death or damages as provided for in the preceding paragraphs of this agreement is caused by or results from the concurrent negligence of: (a) the Tulalip Tribes, its elected and appointed officials, officers, employees, agents and representatives, and (b) the Contractor, Contractor's employees, agents or subcontractors, the indemnity provision provided for in the preceding paragraph of these specifications shall not be applicable to damages caused by the Tribe's negligence.

It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the State Industrial Insurance law, Title 51RCW, solely for the purpose of this indemnification. The Contractor expressly agrees that he has provided for this waiver of immunity in the bid price for this Contract.

In addition to any remedy authorized by law, the Owner may retain so much of the money due the Contractor as deemed necessary by the Contracting Officer to assure indemnification until disposition has been made of any suits or claims.

Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless therefrom.

N. **CERTIFIED PAYROLL AND TERO REQUIREMENTS.** The Contractor will be required as part of this contract to provide **certified payrolls** and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on the project and provide a signed copy of their compliance plan. The above applies to all contracts in excess of \$10,000. TERO Fees will be paid by the Agency and the cost removed from the contract if it is found to be included in the total contract cost.

Grants under this part are subject to section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)), which states that any contract, subcontract, grant or sub-grant pursuant to an act authorizing grants to Indian organizations or for the benefit of Indians shall require that, to the greatest extent feasible:

1. Preference and opportunities for training and employment shall be given to Indians, and
2. Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452).

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

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

Policy Limits – Commercial General Liability

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

Policy Limits – Business Automobile Liability

\$1,000,000	Combined Single Limit
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There shall be no residential construction or subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Tulalip Tribes.

P. **CONTRACTOR’S WORKER’S COMPENSATION** All employees of Contractor and subcontractor are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act

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

Such evidence of insurance shall be presented before contract signing in the form of an Insurance Certificate issued by the State Department of Labor and Industries and an insurer satisfactory to the Tulalip Tribes before work and shall provide for not less than 30 days prior written notice to the Tulalip Tribes of cancellation or reduction in coverage.

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

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

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

- R. INSURANCE POLICY REQUIREMENTS. Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes and its members as primary and non-contributory additional insureds using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractors and Subcontractors work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than 30 days, or 10 days in the event of cancellation for non-payment, prior written notice shall be given to the Tulalip Tribes in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting Owner against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its Subcontractors of any tier in performing the Work, procure or cause or cause to be procured the following insurance coverage with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to Owner and shall maintain all such coverage in full force and effect through the term of this Agreement.

The Contractor shall furnish the Tulalip Tribes a copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure to demand a copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until three (3) years after the date of approval of the certificate of Contract

Completion by the Tulalip Tribes. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

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

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

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

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

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

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

U. EXCESS MATERIAL. All excess material shall become the property of the Owner, materials cannot be removed from site by the contractor. If materials are removed, the Contractor forfeits their retention.

V. FUNERAL DELAY. When Contractor is notified of a funeral on or near the site, the Contractor may be required to stop work for a period of three (3) days at no extra cost to the Owner unless equipment is being rented. The proof must be provided to the Owner within 7 days of notification of funeral along with proof showing that the Contractor tried getting the fee waived. Contractor will be given a time extension for the time they were delayed due to the funeral.

SECTION TEN
TIME OF ESSENCE – EXTENSION OF TIME

All times stated herein or in the contract documents are of the essence hereof. Contract times may be extended by a contract modification from the Contract Officer for such reasonable time as the Contract Officer may determine when in his opinion Contractor is delayed in work progress by contract modifications, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify delay.

SECTION ELEVEN
CORRECTING WORK

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

- A. **UNCOVERING OF WORK.** If a portion of the work is covered contrary to the Contract Officer's request or to requirements specifically expressed in the contract Documents, it must, if required in writing by the Contract Officer, be uncovered for the Contract Officer and/or Construction Manager examination and be replaced at the contractor's expense without change in the contract time.

If a portion of the work has been covered which the Contracting Officer or Construction Manager has not specifically requested to examine prior to its being covered, the Contracting Officer may request to see such work and it shall be uncovered by the contractor. If such work is on accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate change order, be at the Owner's expense. If such work is not in accordance with the contract documents, corrections shall be at the contractor's expense unless the condition was caused by the Owner or a separate contractor in which even the Owner shall be responsible for payment of such cost.

When it appears to the Owner or Contractor during the course of construction that any work does not conform to the provisions of the Contract documents, he shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by him or by his/her subcontractor, appearing within **one year** from the date of issuance of a certificate of substantial completion by the Contract Officer or Project Coordinator, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the Contract documents.

SECTION TWELVE
WORK MODIFICATIONS

Owner reserves the right to order work modifications in the nature of additions or deletions, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any such modifications will be authorized by a written **Field Directive** or **Contract Modification** signed by the Contracting Officer. The work shall be modified, and the contract price and completion time shall be modified only as set out in the written Field Directive / Contract Modification. Any adjustment in the Contract price resulting in a credit or a charge to Owner shall be determined by the mutual written agreement of the parties to this Contract.

SECTION THIRTEEN
TERMINATION

This contract may be terminated as follows:

Termination by Owner. Owner may on seven (7) days' notice to Contractor terminate this contract before the completion date hereof, and without prejudice to any other remedy Owner may have, when Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provision of the contract documents. On such termination, Owner may take possession of worksite and materials, and finish the work in whatever way Owner deems expedient. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of

termination, Contractor agrees to pay the difference to Owner. On such default by Contractor, Owner may elect not to terminate the contract and in such event, Owner may make good the deficiency of which the default consists and deduct the costs from the payments then or to become due to Contractors.

Owner's Termination for Convenience. (i)The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective. If the performance of the work is terminated, either in whole or in part, the Owner shall pay the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Owner to the Contractor or by the Contractor to the subcontractor or supplier;(3) the cost of preserving and the protecting the work already performed until the Owner or assignee takes possession thereof or assumes responsibility therefore;(4) the actual or estimated cost of administrative services reasonably necessary to prepare and present the termination claim to the Owner: and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.(ii) The Contracting Officer will act on the Contractor's claim. (iii) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

SECTION FOURTEEN **OTHER CONTRACTS**

The Owner may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

SECTION FIFTEEN **CONSTRUCTION PROGRESS SCHEDULE**

The Contractor shall, prior to commencing work, prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

If the Contracting Officer determines that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Owner.

Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Termination clause of this contract, or may impose liquidated damages, as applicable.

SECTION SIXTEEN
HEALTH, SAFETY, AND ACCIDENT PREVENTION

- A. In performing this contract, the Contractor shall be responsible for:
1. Ensuring that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters;
 2. Protecting the lives, health, and safety of other persons;
 3. Preventing damage to property, materials, supplies, and equipment; and,
 4. Avoiding work interruptions.
- B. For these purposes, the Contractor shall:
- A. Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions under applicable tribal law; and
 - B. Include the terms of this clause in every subcontract so that such terms will be binding on each lower tier subcontractor.
- C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by applicable tribal law and in the manner prescribed by 29 CFR Part 1904.
- D. The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop work order issued under these circumstances. Failure to receive notice from the Contracting Officer under this section shall not relieve Contractor of any of its responsibilities under this section.
- E. The Contractor shall be responsible for its lower tier subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any lower tier subcontractor as the Owner, or the tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters shall direct as a means of enforcing such provisions.
- F. The Contractor shall immediately notify the Owner in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site or believed to be encountered on the site. The Contractor shall immediately stop work in the affected area until the nature of the material or substance has been ascertained and until such remedial or corrective measures, if any are required, has been taken.

SECTION SEVENTEEN
PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract.
- B. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- C. The Contractor shall protect from damage all existing improvements and utilities
 - 1) At or near the work site and
 - 2) On adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- D. The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- E. Any equipment temporarily removed as a result of work under this contract shall be protected, cleared, and replaced in the same condition as at the time of award of this contract.
- F. New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- G. No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the specifications or other contract documents.
- H. If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the specifications or other contract documents.
- I. The Contractor shall give all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work.
- J. The Contractor shall be responsible for any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting Drainage, and from all loss or expense and all damages for injury or damage to adjoining and adjacent structures and their premises and shall indemnify and save harmless the Owner there from.
- K. The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

SECTION EIGHTEEN
INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION

- A. Definitions. As used in this clause –
- 1) “Acceptance” means the act by which the Owner approves and assumes Ownership of the work performed under this contract. Acceptance may be partial or complete.
 - 2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - 3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- B. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements, including applicable tribal laws, ordinances, codes, rules and regulations. All work is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- C. Owner inspections and tests are for the sole benefit of the Owner and do not:
- 1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2) Relieve the Contractor of responsibility for loss or damage of the material before acceptance
 - 3) Constitute or imply acceptance; or,
 - 4) Affect the continuing rights of the Owner after acceptance of the completed work. =
- D. The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- E. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.
- F. The Owner may conduct routine inspections of the construction site on a daily basis.
- G. The Contractor shall, without charge, replace or correct work found by the Owner not to conform to contract requirements, unless the Owner decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- H. If the Contractor does not promptly replace or correct rejected work, the Owner may
- 1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
 - 2) Terminate for default the Contractor’s right to proceed.
- I. If any work requiring inspection is covered up without approval of the Owner, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.
- J. If at any time before final acceptance of the entire work, the Owner considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming

in any material respect due to the fault of the Contractor or its subcontractors, or the Owner had reasonable cause to believe that such work would be found to be defective or nonconforming due to the fault of the Contractor or its subcontractors, whether or not found to be defective or nonconforming, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract and there was no reasonable cause to believe such work would be found to be defective or nonconforming, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- K. The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. A copy of such notice shall also be submitted within this time to any Architect engaged by the Owner for this contract. If the Contracting Officer, upon consultation with any such Architect, determines that the state of preparedness is as represented, the Owner will promptly arrange for the inspection. Unless otherwise specified in the contract, the Owner shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.
- L. Nothing in this clause shall impose any duty on the Owner to conduct any inspection and inspections conducted by the Owner shall be for its sole benefit and use.

SECTION NINETEEN
WARRANTY OF TITLE

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges or purported claim, lien or charge, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien or purported lien upon the premises or anything appurtenant thereto.

SECTION TWENTY
WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (unless otherwise indicated) from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Owner takes possession.
- B. The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property of the Owner or of any other person or entity when the damage is the result of –
 - 1) The Contractor's failure to conform to contract requirements; or
- C. Any defects of equipment, material, workmanship or design furnished by the Contractor.
 - 1) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year (unless otherwise indicated) from the date of repair or replacement.
- D. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

- E. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- F. With respect to all warranties, express or implied, from lower tier subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1) Obtain all warranties that would give in normal commercial practice;
 - 2) Require all warranties to be executed in writing and assigned to the Owner, for the benefit of the Owner and its successors and assigns; and
 - 3) Enforce all warranties for the benefit of the Owner and its successors and assigns.
- G. Before final acceptance of the work by the Owner, the Contractor shall provide to the Owner all special warranties required to be provided in the specifications or other contract documents. Any such warranties to be provided by subcontractors, manufacturers, or suppliers shall comply with the provisions of subparagraphs (f)(2) and (f)(3).
- H. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.
- I. Notwithstanding any provisions herein to the contrary, the time limitations established under this clause relates only to the scope of the obligation of the Contractor to correct the work, and has no relationship to the time within which any obligation of the Contractor under this contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any obligation under this contract.
- J. These warranties set forth in this clause and elsewhere in the contract documents shall not limit the Owner's rights with respect to latent defects, gross mistakes or fraud.

SECTION TWENTY-ONE
CONFLICTS

In the event of a conflict or discrepancy within, between or among any of the contract documents, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense.

In the event of a conflict between the contract and applicable tribal law or regulations, the tribal law or regulation shall prevail

SECTION TWENTY- TWO
DISPUTES

- A. "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief.

Arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is

not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- B. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- C. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by Owner against the Contractor shall be subject to a written decision by the Contracting Officer.
- D. The Contracting Officer shall, within 60 days after receipt of the request unless otherwise indicated, decide the claim or notify the Contractor of the date by which the decision will be made.
- E. The Contracting Officer's decision shall be final.
- F. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.
- G. Nothing in this contract, or any action taken by the Owner or any of its agents or employees in connection with this contract shall be deemed to be a waiver of the sovereign immunity of the Owner unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.
- H. The tribal court or other tribal dispute resolution entity or mechanism of the tribe having jurisdiction over the project shall have exclusive jurisdiction over any suit that may be filed relating to the contract, provided that this designation shall not be deemed to be a waiver of the sovereign immunity of the Owner.

SECTION TWENTY-THREE
POSSESSION UPON SUBSTANTIAL COMPLETION

Owner reserves the right to take over and utilize areas of the work site upon which the Contractor's work has been substantially completed, although other portions of the Contracted work remain to be finished. In such an instance, all the Contractor's obligations under this Contract shall remain in force and the Contractor will remain responsible for the entire project covered by this Contract until the Contracting Officer has issued a certificate of completion.

SECTION TWENTY-FOUR
NOTICES TO THE CONTRACTOR

Whenever notice is required to be delivered by US mail to Tulalip Tribes Construction Department (Owner) or _____ (Contractor), the same shall be effective when mailed via first class US Mail, postage prepaid, to the following persons of the following addresses:

OWNER: Tulalip Construction Department
Attention: Contract Officer
6406 Marine Dr. Tulalip WA 98271

CONTRACTOR: _____
 (Businesses Name)

 (Attention :)

 (Address)

Contractor shall notify Owner of any Change of address.

SECTION TWENTY-FIVE
VENUE

The parties agree that venue for the suits arising under this agreement shall be in the courts of The Tulalip Tribes of Washington in accordance with Tribal Law.

SECTION TWENTY-SIX
T.E.R.O

Contractor agrees that this Contract is subject to the Tulalip Tribal Employment Rights Ordinance, TTC 9.05.

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian Reservation as of the day and year first above written.

Attest:

Contractor:	Tulalip Contract Officer:	Tulalip Tribes (MD/BOD):
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date

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ATTACHMENT – 4

PLANS