The Consolidated Borough of Quil Ceda Village



Pavement Marking Maintenance 2019
Contract Documents

Bid Solicitation No. 2019-0801

Contract Documents

September 2019

Pavement Marking Maintenance 2019

Bid Solicitation No. 2019-0801

Contract Documents

Prepared for

The Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694

Prepared by

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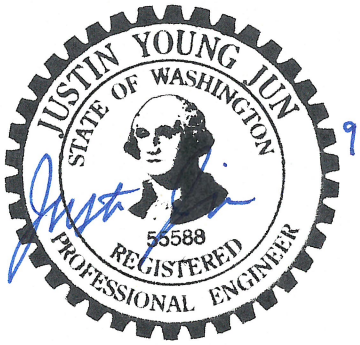
September 2019

CITATION

Parametrix. 2019. Pavement Marking Maintenance. Prepared by Parametrix, Seattle, Washington. September 2019.

CERTIFICATION

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



9-04-2019

Prepared by Justin Jun, P.E.

Checked by Austin Fisher, P.E.

Approved by Happy Longfellow, P.E.

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Division 0

Bidding Requirements, Contract Forms, and Conditions of Contract

DEFINITIONS

These definitions supersede and take precedence over other definitions in the special provisions and plans.

A

Addenda or Addendum — A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents.

Alternate — A proposed change in the Work described in the Contract Documents providing the Consolidated Borough of Quil Ceda Village with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.

Alternative Dispute Resolution — A method of resolving disputes other than arbitration or litigation.

Application for Payment — The form furnished by the Consolidated Borough of Quil Ceda Village that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Contract Cost Breakdown and that payments previously paid by the Consolidated Borough of Quil Ceda Village have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment.

Approved Equal — Article, device, material, equipment, form of construction or other item proposed by the Bidder and approved by the Engineer for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

Engineer — The individual or firm responsible for providing professional design services for the Project.

As-Built Drawings — Drawings or computer files revised by the Contractor to show changes made during the construction process.

B

Base Bid — The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.

Bidder — A person or entity who submits a bid for a Contract.

Bid Form — The form furnished by the Consolidated Borough of Quil Ceda Village that is to be completed, signed and submitted containing the Bidder's bid.

Bid Guaranty — The Bid Guaranty and Contract Bond or other instrument of security furnished by the Bidder to provide assurance that the Bidder will execute the Contract Form.

Bond — Bid Guaranty and Contract Bond, Contract Bond, or other instruments of security, furnished by the Contractor to provide assurance that the Contractor will perform the Contract and make required payments.

C

Change Order — A document recommended by the Engineer and Construction Manager, and authorized by the Consolidated Borough of Quil Ceda Village, issued after execution of the Contract, through which the parties agree to a change in the Work or an adjustment in the Contract price or the time for Contract Completion.

Claim Affidavit — A sworn document containing a claim on funds that are due to a Contractor, in favor of a person supplying labor, materials or services for the value of labor, materials or services supplied.

Connect — To bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.

Construction Budget — The total amount budgeted by the Consolidated Borough of Quil Ceda Village for the Contracts required for the Project, including without limitation, any amount budgeted for loose furnishings, but not including any fees for construction management services, professional design services or other soft costs.

Construction Schedule — The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading

	curve and the interrelationship between the activities of the Contractors, the Engineer, the Construction Manager and the Consolidated Borough of Quil Ceda Village.
Construction Manager	The individual or firm responsible for providing administration, management and related services as required to coordinate the Project, coordinate the Contractors and provide other services identified in the Contract Documents.
Contract	The agreement between a Contractor and the Consolidated Borough of Quil Ceda Village for performance of Work as set forth in the Contract Documents.
Contract Completion	The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100 percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.
Contract Cost Breakdown	A statement furnished by the Contractor to the Consolidated Borough of Quil Ceda Village reflecting the portions of the Contract price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.
Contract Documents	Collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Bid Guaranty, Contract Form and Attachments, Bond, Engineer’s Supplemental Instructions, Shop Drawings, Change Orders, Standard Conditions of the Contract and Special Conditions, if any.
Contract Form	The form furnished by the Consolidated Borough of Quil Ceda Village that is to be completed and executed by the Contractor and the Consolidated Borough of Quil Ceda Village to evidence that the Contract has been entered among them.
Contractor	A successful Bidder with whom the Consolidated Borough of Quil Ceda Village has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.

D

Day — Calendar day, unless otherwise expressly specified to mean a working or business day.

Defective — When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval, or has been damaged prior to the Architect's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Consolidated Borough of Quil Ceda Village in writing.

Documented Non-enrolled

Descendent — Means a descendent of a Tribe with BIA documentation.

Drawings — The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of Specifications.

E

Engineer — The individual or firm responsible for providing professional design services for the Project.

Engineer's Supplemental Instruction (ESI) — A document issued by the Engineer, through the Construction Manager, after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents.

F

Final Acceptance — The Consolidated Borough of Quil Ceda Village's acceptance of the Work from the Contractor upon certification by the Architect and Construction Manager of Contract Completion.

Furnish — To supply to another party for their use of installation, including cost of delivery and unloading at the job site.

G

Guarantee — Legally enforceable assurance, for a period of at least one year from Contract Completion, unless noted otherwise, of quality or performance of the Contractor's workmanship.

I

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

Install — To distribute, uncrate, assemble, and fix into the intended final positions; the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean up, and dispose of rubbish.

L

Liquidated Damages — The sum established in the Contract Documents as the predetermined measure of damages to be paid to the Consolidated Borough of Quil Ceda Village due to the Contractor's failure to complete the Work, or portions thereof, within stipulated times.

M

Material Supplier — A person or entity who furnishes materials, equipment or supplies for Work on the Project.

N

NAOB or NAOB’s — Native American Owned Business that has been certified by Tulalip TERO.

Notice of Intent to Award — The notice provided to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Consolidated Borough of Quil Ceda Village intends to execute a Contract Form with the Bidder.

O

Or Equal See Approved Equal.

Owner See The Consolidated Borough of Quil Ceda Village.

Owner's Representative See Construction Manager.

P

Partial Occupancy The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents and has been approved for temporary occupancy by the local building department or authority having jurisdiction so the Consolidated Borough of Quil Ceda Village can occupy or utilize the Project, or designated portion thereof, for its intended use.

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

Project The improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.

Proposal The offer of a Contractor to complete the Work set forth in an Engineer's Supplemental Instruction or scope of work description.

Proposed Equal Article, device, material, equipment, form of construction or other item proposed by a Bidder for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

Provide To furnish, install and connect complete.

Punch List A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.

R

Record Drawings — Drawings or computer files revised by the Engineer to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Engineer.

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

Request for Information (RFI) — Written request from the Contractor to the Engineer, through the Construction Manager, seeking an interpretation or clarification of the Contract Documents.

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

Responsive Bid — Shall mean at a minimum that the bid shall comply with all bid requirements stated in writing and shall be at a reasonable price.

S

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

Schedule of Values — See Contract Cost Breakdown.

Shop Drawings — Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.

Special Conditions — Amendments to the General Conditions, which describe conditions unique to a particular Project, including without provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Consolidated Borough of Quil Ceda Village personnel for operation and maintenance of the Project.

Specifications — Those portions of the Contract Documents consisting of the detailed written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto.

Standard — The articles, devices, materials, equipment, forms of construction and other items named in the Specifications or Addenda to denote kind, quality or performance requirements for each significant portion of the Work. All bids and Proposals shall be based on Standards named in the Specifications or Addenda.

Standard Conditions — The standard forms, terms and conditions of the Contract for Construction, provided by the Consolidated Borough of Quil Ceda Village and as in effect from time to time.

Subcontractor — A person or entity who undertakes to construct, alter, erect, improve, repair, demolish, remove, dig, drill or otherwise perform any part of the Work on the Project under a contract with any person other than the Consolidated Borough of Quil Ceda Village.

Surety — A person or entity providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the Consolidated Borough of Quil Ceda Village against all direct and consequential damages suffered by failure of the Bidder to enter into the Contract, or by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

T

TERO — Means the “Tulalip Tribal Employment Rights Office”.

Tribal Court — Shall mean the tribal court of the Consolidated Borough of Quil Ceda Village.

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

Tribal Preference — Is the process of hiring applicants which gives tribal members a higher preference in employment on tribally funded projects or tribal entities.

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

Tribe — The term “Tribe” or “Tribes” shall mean the Consolidated Borough of Quil Ceda Village, unless the context clearly indicates otherwise.

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

Tulalip Tribes — See Consolidated Borough of Quil Ceda Village.

Tulalip Tribes of Washington — The Owner or entity for whom the Project is being constructed.

U

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

V

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

W

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

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

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Notice to Bidders

Sealed bid proposals will be received by the Consolidated Borough of Quil Ceda Village's Office located at 8802 27th Avenue NE, Tulalip, Washington 98271-9694 for the following Project:

BID SOLICITATION NUMBER 2019-0801

PAVEMENT MARKING MAINTENANCE 2019

In accordance with the Drawings and Specifications prepared by Parametrix.
The Transportation Manager located at the: Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694
Attn: Debbie Bray
Telephone: (360) 716-5024 or 425-754-2294
Facsimile: (360) 716-0178

This project provides for the maintenance of channelization markings on reservation roads and in and around Quil Ceda Village. Improvements include removal and replacement of channelization markings on 27th Avenue NE, 88th Street NE, 116th Street NE, Quil Ceda Parkway, Quil Ceda Boulevard, 99th Place NE, 105th Street NE, and Herman Williams Sr. Drive.

Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides Indian 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 this 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 Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: http://www.tulaliptero.com/ Sealed bids will be received until September 26th, at 2:00 p.m. at which time all bids will be opened and read aloud. All required bid and documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

The bid documents may also be reviewed for bidding purposes by the following means and methods:

1. On the Internet – Free of Charge:

   Plans, specifications, addenda, bidders list, and plan holders list for this project are available through the Consolidated Borough of Quil Ceda Village – Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: **<http://www.quilcedavillage.org>** and clicking on: "**Doing Business"** and **"Projects"**. This online plan room provides Bidders with fully usable online documents; with the ability to download and print to your own printer. Contact The Tribes' Construction Manager listed above should you require assistance.

2. For review at the following locations during normal business hours at the QCV Offices.

   8802 27th Avenue NE
   Tulalip, WA 98271-9694
   (360) 716-5024 office
   (360) 716-0165 facsimile

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CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Consolidated Borough of Quil Ceda Village with a completed and signed Confidentiality Agreement as setforth herein. Successful Bidder shall also provide the Consolidated Borough of Quil Ceda Village 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 Consolidated Borough of Quil Ceda Village for the Project identified as Pavement Marking Maintenance 2017 Contract Documents ("Project"). "Confidential Information" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Consolidated Borough of Quil Ceda Village.

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 Consolidated Borough of Quil Ceda Village.

Agreed to and accepted:

Signature: _____

Title: _____

Printed Name: _____

DATE: _____

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The Consolidated Borough of Quil Ceda Village

INSTRUCTIONS TO BIDDERS

The Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village hereby invite you to submit a Bid Proposal for this project.

Article 1 ..... Contract Information

Article 2 ..... Bidding Procedures

Article 3 ..... Bid Opening & Consideration of Bids

Article 4 ..... Withdrawal of Bid

Article 5 ..... Bid Estimate

Article 6 ..... Bid Guaranty and Contract Bond

Article 7 ..... Contract Award and Execution

Article 8 ..... Applicable Law and Forum

ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

1.1.1 The Consolidated Borough of Quil Ceda Village's 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 contracting and subcontracting, and to give preference to Indians in contracting goods and services. Bidders and must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.

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

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

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

1.1.4.1 Bidding is restricted to certified Native American Owned Businesses.

1.1.4.2 The Contract will be awarded based on competitive bidding process detailed in these instructions and the Tulalip Code.

1.1.4.3 Minimum TERO Participation Requirements for Employment:

1.1.4.3.1 A minimum of twenty-five percent (25%) of the entire project work force and twenty-five percent (25%) including each

subcontractor shall be “Preferred Employees” as defined in the Tulalip Code, Chapter 9.05 – TERO Code.

1.1.4.3.2 The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.

1.1.4.3.3 Bidders are encouraged to exceed the minimum requirement for employment.

1.1.4.4 Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB Subcontractors and Suppliers:

1.1.4.4.1 Bidders are encouraged to contract with Tulalip Tribal Member NAOB Subcontractors and Suppliers.

1.1.4.4.2 Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A.

1.1.4.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:

1.1.4.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.

1.1.4.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B.

1.1.4.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.4.

1.2 NOT USED.

1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.

1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph IB 1.3.1.

1.4.2 Notice of withdrawal of a bid may be given by facsimile transmission provided an original signed document is received within three (3) business days of the facsimile transmission.

ARTICLE 2 – BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.

2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.

2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:

2.1.3.1 The condition, layout and nature of the Project site and surrounding area;

2.1.3.2 The availability and cost of labor;

2.1.3.3 The availability and cost of materials, supplies and equipment;

2.1.3.4 The cost of temporary utilities required in the bid;

2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

2.1.3.6 The generally prevailing climatic conditions;

2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.

2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Consolidated Borough of Quil Ceda Village and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder’s own borings, test excavations and other subsurface information upon request made to the Construction Manager not less than ten (10) days prior to the opening of the bids.

2.2 PRE-BID MEETING

2.2.1 The Bidder is strongly encouraged to attend any pre-bid meetings, where the Engineer and the Construction Manager will answer questions regarding the Contract Documents.

2.2.2 The Construction Manager, with the assistance of the Engineer, shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.

2.2.3 Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.

2.2.4 If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each person of record holding Contract Documents.

2.3 INTERPRETATION

2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the current International Building Code, the Bidder shall submit a written request to the Engineer, through the Construction Manager, for an interpretation or clarification.

2.3.1.1 The Bidder shall be responsible for prompt delivery of such request.

2.3.1.2 In order to prevent an extension of the bid opening, the Bidder is encouraged to make all requests for interpretation or clarification a minimum of seven (7) days before the bid opening.

2.3.2 If the Engineer determines that an interpretation or clarification is warranted, the Engineer shall issue an Addendum and the Construction Manager shall provide a copy to each person of record holding Contract Documents in accordance with paragraph IB 1.3. Any Addendum shall be deemed to have been validly given if it is delivered via facsimile, issued and mailed, or otherwise furnished to each person of record holding the Contract Documents. If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

2.3.3 Any interpretation or clarification of the Contract Documents made by any person other than the Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.

2.3.4 The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.

2.4 STANDARDS

2.4.1 The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind quality or performance requirement shall be known as Standards and all bids shall be based upon those Standards.

2.4.2 Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.5 NOT USED.

2.6 BID FORM

2.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.

2.6.1.1 Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.

2.6.1.2 Unless the Bidder withdraws the bid as provided in IB Article 4, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.

2.6.2.1 The Bidder shall show bid amounts for the Total Base Bid and any Alternate(s) in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.

2.6.3 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Consolidated Borough of Quil Ceda Village reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.

2.6.3.1 If no change in the bid amount is required, indicate "No Change" or "$0 dollars".

2.6.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected.

2.6.3.3 If an Alternate is not selected, an entry by a Bidder as listed in paragraph IB 2.6.3.2 on that Alternate will not, by itself, render a Bidder nonresponsive.

2.6.3.4 In a combined bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the bid to be rejected as nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.

2.6.4 Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.

2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Consolidated Borough of Quil Ceda Village executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

2.7.1 A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:

2.7.1.1 If the Bid is restricted to certified Tulalip Tribal Member NAOBs or NAOBs, then Bidder shall submit evidence of certification from the Tulalip Tribes" TERO office as being a certified NAOB for the identified NAOB category.

2.7.1.2 A Bid Guaranty as provided in paragraph IB 6.1.

2.7.1.3 A Power of Attorney of the agent signing for a Surety which is licensed in Washington, when a Bid Guaranty and Contract Bond is submitted.

2.7.1.4 Native American Owned Business Written Confirmation Documentation for each Tulalip Tribal Member NAOB and NAOB firm listed on the Bidder's Bid Form.

2.8 UNIT PRICES

2.8.1 When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.

2.8.2 Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.

2.8.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.

2.8.4 The Bidder agrees that the Consolidated Borough of Quil Ceda Village may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.

2.8.5 Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

2.8.6 If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Consolidated Borough of Quil Ceda Village or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

2.9 CHANGE IN THE BID AMOUNT

2.9.1 Any change to a previously submitted bid shall be made in writing and must be received by the Consolidated Borough of Quil Ceda Village before the time scheduled for the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open the bids.

2.9.2 Changes shall provide an amount to be added or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.

2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the bid shall not be opened or considered for award of a Contract.

2.10 COPIES OF THE DRAWINGS AND SPECIFICATIONS

2.10.1 The Contractor shall maintain at the Project site the permits and one (1) complete set of Drawings and Specifications approved by the Tribes, city, local or state building department having lawful jurisdiction over the project.

2.10.2 Unless otherwise specified in the Contract Documents, the Engineer, through the Construction Manager, shall furnish to the Contractor, free of charge, four (4) sets of Drawings and Specifications if the Contract price is $500,000 or less, and seven (7) sets of Drawings and Specifications if the Contract price is in excess of $500,000.

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

3.1.1 It is the responsibility of the Bidder to submit the bid to the Consolidated Borough of Quil Ceda Village at the designated location prior to the time scheduled for bid opening.

3.1.2 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the scope of Work or Contract and the date of the bid opening shown on the envelope.

3.1.3 No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open the bids.

3.2 BID OPENING

3.2.1 Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read aloud and the tabulation made public.

3.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

3.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

3.3 BID OPENING EXTENSION

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

3.4 BID EVALUATION CRITERIA

3.4.1 The Consolidated Borough of Quil Ceda Village reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Consolidated Borough of Quil Ceda Village determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 The Consolidated Borough of Quil

Ceda Village reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

3.4.2 The Consolidated Borough of Quil Ceda Village may reject the bid of any Bidder who has engaged in collusive bidding.

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

3.4.4 The Consolidated Borough of Quil Ceda Village may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Consolidated Borough of Quil Ceda Village may determine.

3.5 BID EVALUATION PROCEDURE

3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Consolidated Borough of Quil Ceda Village, all bids may be rejected in accordance with applicable Tribal Ordinances or Codes.

3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Consolidated Borough of Quil Ceda Village shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Consolidated Borough of Quil Ceda Village determines to accept.

3.5.1.2 The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.

3.5.1.3 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Consolidated Borough of Quil Ceda Village reserves the right to select one Bidder in the following manner:

3.5.1.3.1 If the Request for Bid Proposal is restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.1.3.2 If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.1.3.3 If the Request for Bid Proposal is not restricted to NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.2 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.2.1 Whether the Bidder's bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.

3.5.2.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;

3.5.2.3 Preferences required by Tribal Ordinances, Codes, or Laws;

3.5.2.4 The experience of the Bidder;

3.5.2.5 The financial condition of the Bidder;

3.5.2.6 The conduct and performance of the Bidder on previous contracts;

3.5.2.7 The facilities of the Bidder;

3.5.2.8 The management skills of the Bidder;

3.5.2.9 The ability of the Bidder to execute the Contract properly;

3.5.2.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.

3.5.2.11 Bidder's commitment to Safety and worker training.

3.5.3 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Consolidated Borough of Quil Ceda Village shall follow the procedure set forth with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded or all bids are rejected or all Bidders are determined to be not responsible.

3.6 REJECTION OF BID BY THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Consolidated Borough of Quil Ceda Village shall reject such Bidder and notify the Bidder in writing by certified mail of the finding and the reasons for the finding.

3.6.2 A Bidder who is notified in accordance with paragraph IB 3.6.1 may object to such Bidder's rejection by filing a written protest which must be received by the Consolidated Borough of Quil Ceda Village, through the Construction Manager, within five (5) days of the notification provided pursuant to paragraph IB 3.6.1.

3.6.3 Upon receipt of a timely protest, representatives of the Consolidated Borough of Quil Ceda Village shall meet with the protesting Bidder to hear the Bidder's objections.

3.6.3.1 No award of the Contract shall become final until after the representatives of the Consolidated Borough of Quil Ceda Village have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Consolidated Borough of Quil Ceda Village.

3.6.3.2 If all protests are rejected in the Consolidated Borough of Quil Ceda Village's discretion the award of the Contract shall be affirmed by the Consolidated Borough of Quil Ceda Village or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

3.7.1 The Consolidated Borough of Quil Ceda Village shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.

3.7.2 The Consolidated Borough of Quil Ceda Village reserves the right to rescind any Notice of Intent to Award if the Consolidated Borough of Quil Ceda Village determines the Notice of Intent to Award was issued in error.

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

4.1.1 A Bidder may withdraw a bid after the bid has been received by the Consolidated Borough of Quil Ceda Village, provided the Bidder makes a request in writing and the request is received by the Consolidated Borough of Quil Ceda Village prior to the time of the bid opening, as determined by the employee or agent of the Consolidated Borough of Quil Ceda Village designated to open bids.

4.2 WITHDRAWAL AFTER BID OPENING

4.2.1 All bids shall remain valid and open for acceptance for a period of, at least, 60 days after the bid opening; provided, however, that within two (2) business days after the bid opening, a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, provided the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a bid must be made in writing filed with the Consolidated Borough of Quil Ceda Village, through the Construction Manager, within two (2) business days after the bid opening.

4.2.1.2 No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.

4.2.2 If a bid is withdrawn under paragraph IB 4.2.1, the Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder the Consolidated Borough of Quil Ceda Village determines to be the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and advertise for other bids. If the Consolidated Borough of Quil Ceda Village advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Consolidated Borough of Quil Ceda Village finds that such costs would not have been incurred but for such withdrawal.

4.2.3 A Bidder may withdraw the Bidder's bid at any time after the period described in paragraph IB 4.2.1 by written notice to the Consolidated Borough of Quil Ceda Village.

4.3 REFUSAL BY CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE TO ACCEPT WITHDRAWAL

4.3.1 If the Consolidated Borough of Quil Ceda Village intends to contest the right of a Bidder to withdraw a bid pursuant to paragraph IB 4.2.1, a hearing shall be held by one or more representatives of the Consolidated Borough of Quil Ceda Village within ten (10) days after the bid opening and an order shall be issued by the Consolidated Borough of Quil Ceda Village allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Consolidated Borough of Quil Ceda Village, through the Construction Manager, shall give the withdrawing Bidder timely notice of the time and place of any such hearing.

4.3.1.1 The Consolidated Borough of Quil Ceda Village shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4 REFUSAL BY BIDDER TO PERFORM

4.4.1 If the Consolidated Borough of Quil Ceda Village denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Consolidated Borough of Quil Ceda Village may reject all bids or award the Contract to the next lowest or most responsive and responsible Bidder, as applicable.

4.5 EFFECT OF WITHDRAWAL

4.5.1 No Bidder who is permitted, pursuant to paragraph IB 4.2.1, to withdraw a bid, shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the Consolidated Borough of Quil Ceda Village.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Consolidated Borough of Quil Ceda Village in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

ARTICLE 5 – BID ESTIMATE

5.1 BID TOTALS

5.1.1 No Contract shall be entered into if the price of the Contract, or if the Project involves multiple Contracts where the total price of all Contracts for the Project, is in excess of ten (10) percent above the entire estimate.

5.2 SUBSTANTIALLY LOW BID

5.2.1 No Bidder shall be responsible if the Bidder's bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is $100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract

where the estimate is less than $100,000, unless the following procedures are followed.

5.2.1.1 The Construction Manager and the Engineer conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Engineer shall submit a written summary of the interview to the Consolidated Borough of Quil Ceda Village.

5.2.1.2 The Consolidated Borough of Quil Ceda Village reviews and approves the Bidder's responsibility.

5.2.1.3 The Construction Manager notifies the Bidder's Surety, if applicable, in writing that the Bidder with whom the Consolidated Borough of Quil Ceda Village intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

ARTICLE 6 – BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to the Consolidated Borough of Quil Ceda Village, in the form of either:

6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.2 The signed Bid Proposal Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.3 A cashier's check in the amount of five (5) percent of the Base Bid plus add Alternates.

6.1.1.4 If Bidder elects to file with the bid a Bid Guaranty under paragraph IB 6.1.1.3 Bidder shall also file with the bid a signed Statement of Intended Surety contained in the Contract Documents.

6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Consolidated Borough of Quil Ceda Village and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for execution of the Contract Form, within the time specified in the Contract Documents. Any Bid Guaranty must be payable to the Consolidated Borough of Quil Ceda Village.

6.1.3 If the blank line on the Bid Guaranty and Contract Bond or Bid Proposal Bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus add Alternates. If the blank line is filled in, the amount must not be less than the full amount of the Base Bid plus add Alternates, stated in dollars and cents. A percentage is not acceptable.

6.1.4 The Bid Guaranty and Contract Bond or Bid Proposal Bond must be signed by an authorized agent, with Power of Attorney, from the Surety. The Bid Guaranty and Contract Bond or Bid Proposal Bond must be issued by a Surety licensed to transact business in the State of Washington.

6.1.5 Bid Guaranties will be returned to all unsuccessful Bidders 90 days after the bid opening. If used, the cashier's check will be returned to the successful Bidder upon compliance with all conditions precedent for execution of the Contract Form.

6.2 FORFEITURE

6.2.1 If for any reason, other than as authorized by paragraph IB 4.2.1 or paragraph IB 6.3, the Bidder fails to execute the Contract Form, and the Consolidated Borough of Quil Ceda Village awards the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, the Bidder who failed to enter into a Contract shall be liable to the Consolidated Borough of Quil Ceda Village for the difference between such Bidder's bid and the bid of the next lowest or most responsible Bidder, as applicable, or for a penal sum not to exceed five (5) percent of the bid amount, whichever is less.

6.2.2 If the Consolidated Borough of Quil Ceda Village then awards a Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, and such Bidder also fails or refuses to execute the Contract Form, the liability of such lowest or most responsive and responsible Bidder, as applicable, shall, except as provided in paragraph IB 6.3, be the amount of the difference between the bid amounts of such lowest or most responsible Bidder, as applicable, and another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, but not in excess of the liability specified in paragraph IB 6.2.1. Liability on account of an award to each succeeding lowest or most responsive and responsible Bidder, as applicable, shall be determined in like manner.

6.2.3 If the Consolidated Borough of Quil Ceda Village does not award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, but resubmits the Project for bidding, the Bidder failing to execute the Contract Form shall, except as provided in paragraph IB 6.3, be liable to the Consolidated Borough of Quil Ceda Village for a penal sum not to exceed five (5) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.

6.3 EXCEPTION TO FORFEITURE

6.3.1 A Bidder for a Contract costing less than $500,000 may withdraw a bid from consideration if the Bidder's bid for some other Contract costing less than $500,000 has already been accepted, if the Bidder certifies in good faith that the total price of all such Bidder's current contracts is less than $500,000, and if the Bidder's Surety, if applicable, certifies in good faith that the Bidder is unable to perform the subsequent contract because to perform such Contract would exceed the Bidder's bonding capacity.

6.3.2 If a bid is withdrawn pursuant to paragraph IB 6.3.1, the Consolidated Borough of Quil Ceda Village may award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and resubmit the Project for bidding, and neither the withdrawing Bidder nor such Bidder's Surety, as applicable, shall be liable for the difference between the Bidder's bid and that of another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, for a penal sum, or for the costs of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders.

6.4 CONTRACT BOND

6.4.1 If the Bidder executes the Contract Form, the Bidder shall, at the same time, provide a Bond meeting the requirements of the Contract Documents, unless the Bidder provided an acceptable Bid Guaranty and Contract Bond at the time of the bid opening. A "A- VII" or better Best Rated Surety Company shall issue the required bond.

6.4.2 The Bond shall be in the full amount of the Contract to indemnify the Consolidated Borough of Quil Ceda Village against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract.

6.4.3 The Bond shall be supported by a Power of Attorney of the agent signing for a Surety. The Bond shall be supported by a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington.

6.5 NOT USED

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.

7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award shall be cause for the Consolidated Borough of Quil Ceda Village to cancel the Notice of Intent to Award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Consolidated Borough of Quil Ceda Village determines is the next lowest or most responsive and responsible Bidder, as applicable, or resubmit the Contract for bidding, at the discretion of the Consolidated Borough of Quil Ceda Village.

7.1.1.2 The Consolidated Borough of Quil Ceda Village may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid is accepted by the Consolidated Borough of Quil Ceda Village and with respect to whom the Consolidated Borough of Quil Ceda Village awards and executes a Contract.

7.2.1.1 If the Contract is awarded and the Contract Form is executed within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.

7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Consolidated Borough of Quil Ceda Village is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.

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

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

7.3.1 Bond, if required. To support the Bond, a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington;

7.3.2 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers‟ compensation coverage;

7.3.3 Certificate of Insurance (ISO general liability form CG 2010 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state “The Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village are named as “Additional Insureds‟ to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Consolidated Borough of Quil Ceda Village and Consolidated Borough of Quil Ceda Village.” The wording “endeavor to” and “but failure to” under CANCELLATION shall be stricken from the certificate. The Consolidated Borough of Quil Ceda Village reserves the right to request a certified copy of the Contractor's insurance policies meeting the requirements of GC Article 12;

7.3.4 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;

7.3.5 Contractor signed Contract Form;

7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;

7.3.7 Current Tulalip Tribes Business License; and

7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

7.4.1 The Consolidated Borough of Quil Ceda Village shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:

7.4.1.1 Contract Cost Breakdown;

7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;

7.4.1.3 Outline of qualifications of the proposed superintendent; and

7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

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

8.2 FORUM FOR MONEY DAMAGES

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

BID PROPOSAL FORM

Project Name: Pavement Marking Maintenance 2019 Date of Bid: September 26, 2019

Location of Project: Includes 27th Avenue NE, 88th Street NE, 116th Street NE, Quil Ceda Parkway, Quil Ceda Boulevard, 99th Place NE, 105th Street NE, and Herman Williams Sr. Drive.
Tulalip, WA 98271

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

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

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

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

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

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

BASE BID FOR PACKAGE # 2019-0801 – PAVEMENT MARKING MAINTENANCE 2019

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

Bid Schedule A

ITEM NO.	*SECTION*	*ITEM DESCRIPTION*	*UNIT*	*APPROX. QUANTITY*	*UNIT PRICE DOLLAR CENTS*	*AMOUNT DOLLAR CENTS*
1	1-04	Minor Change	EST	1	$5,000.00	$5,000.00
2	1-10	Project Temporary Traffic Control	LS	1	$	$
3	8-09	Raised Pavement Markers	HUND	32	$	$
4	8-22	Paint Line	LF	95,000	$	$
5	8-22	Plastic Line	LF	9,300	$	$
6	8-22	Plastic Stop Line	LF	404	$	$
7	8-22	Plastic Crosswalk Line	SF	2,030	$	$
8	8-22	Plastic Wide Line	LF	2,400	$	$
9	8-22	Plastic Traffic Marking	EACH	10	$	$
10	8-22	Removing Pavement Markings and RPMs	LS	1	$	$
				SUBTOTAL SCHEDULE	$	
				TERO TAX AT 1.75%	$	
				TOTAL SCHEDULE	$	

TOTAL BID AMOUNT: _____
(Write in Words Above Base Bid Amount)

Trench Excavation Safety Provisions (included in Base Bid Amount Above): $_____
(Write in Number Form Above)

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above. ***If trench excavation safety provisions do not pertain to this contracted work, Bidder shall enter N.A. (not applicable) for the dollar amount.***

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

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

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

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

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

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

_____
(Insert Number of Employees)

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

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

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

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

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

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

BIDDERS 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 Bidders Work . The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to certified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such partys entity, under penalty of perjury, that to the best of the undersigneds knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will

be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidders Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

END OF BID FORM

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

NAOB Written Confirmation

Native American Owned Business (NAOB) Written Confirmation Document

As an authorized representative of the Native American Owned Business (NAOB), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided on the bidder's Bid Proposal Form, Section IV.

Contract Title: _____

Bidder's Business Name: _____

NAOB's Business Name: _____

NAOB Signature: _____

NAOB's Representative _____

Name and Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Bid Proposal Form, Section IV. Failure to do so will result in bid rejection. See Instructions to Bidders Section 1.1.7; *Minimum TERO Participation for Subcontractors.*

Description of Work: _____

Amount to be Awarded to NAOB: _____

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The Consolidated Borough of Quil Ceda Village

FORM OF BID GUARANTY & CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as Principal at _____, (Address) _____ _____ and _____ as Surety, are hereby held and firmly bound unto the Consolidated Borough of Quil Ceda Village, herein referred to as Tulalip Tribes, in the penal sum of the dollar amount of the bid submitted by the Principal to the Tulalip Tribes on (date) _____, ____ to undertake the Project known as:

_____.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Tulalip Tribes, incorporating any additive or deductive alternate bids or any additive or deductive allowance bids made by the Principal on the date referred to above to the Tulalip Tribes, which are accepted by the Tulalip Tribes. In no case shall the penal sum exceed the amount of dollars ($_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates and unit prices. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates and allowances, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Tulalip Tribes accept the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Tulalip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Tulalip Tribes may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Tulalip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Tulalip Tribes accept the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Tulalip Tribes against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Tulalip Tribes herein; then this obligation shall be void; otherwise the same shall remain

in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED this _____ day of _____, _____

PRINCIPAL:

_____

By: _____

Title: _____

SURETY:

_____

Address: _____

_____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

_____

Address: _____

Phone: (____) _____

The Consolidated Borough of Quil Ceda Village

STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

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

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

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

_____

By: _____

Title: _____

SURETY:

_____

Address: _____

_____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

_____

Address: _____

Phone: (____) _____

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The Consolidated Borough of Quil Ceda Village

BID PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that (Name of Bidder) _____ a corporation, partnership, or individual) duly organized under the laws of the State of _____ as principal, and (Name of Surety) _____ a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto The Consolidated Borough of Quil Ceda Village in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

_____

_____

Said bid and proposal, by reference hereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a performance, payment and warranty bond as required by The Consolidated Borough of Quil Ceda Village within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20_____.

Principal _____

(Name) _____

(Address) _____

_____

By _____

(Signature of Authorized Rep)

_____

(Typed Name of Authorized Rep)

Title _____

SURETY

Name _____

By _____

(Attorney-in-fact for Surety)

_____

_____

(Name & Address of local Office or Agent)

*This bond must be accompanied by a fully executed Power of Attorney appointing the attorney-in-fact.

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

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

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

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

Sample

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Sample

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

Sample

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§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

Init.

/

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

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

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

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

Sample

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Sample

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

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

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

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

Sample

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

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

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

§ 18 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

TULALIP TERO MISSION STATEMENT

The Tulalip TERO has a mission to help improve the quality of life for Tulalip Tribal members and other Native American families through opportunities that can assist them in pursuing quality jobs or careers with decent wages and by protecting their rights of preferential employment, training, business and economic opportunities on and near the Tulalip Reservation. Also, to assist business in achieving compliance with hiring Native American qualified workers.

Information
6404 Marine Drive, Tulalip, WA 98271
Office: (360) 716-4747
Fax: (360) 716-0612
Alternate Fax: (360) 716-0249

Driving Direction From Seattle:
Go North on highway I-5. At exit 199, turn RIGHT onto Ramp and turn LEFT (West) onto SR-528 [4th St]. Road name changes to Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

Driving Direction From Mount Vernon:
Go South on highway I-5. At exit 199, turn RIGHT onto Ramp and bear RIGHT (West) onto Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

On June 20, 2012, the Tulalip Tribes board of Directors enacted the Tribal Employment Rights Office Code which is the preferential employment and contracting laws of the land within the boundaries of the Tulalip Reservation.

Tulalip TERO office requires businesses to:

- Hire TERO qualified and certified workers;
- Give Native owned businesses the opportunity to bid;
- Fill out and negotiate a compliance plan prior to commencing work; and
- Pay 1.75% TERO fee on all construction projects over $10,000

FREQUENTLY ASKED QUESTIONS

The following presents a list of the most frequently asked questions and inquiries about Native American Preference and Tribal Employment Rights Office (TERO).

1. *WHAT IS THE PURPOSE OF TERO?*

   To access more employment & training opportunities for Native Americans and their families. To provide more business & economic opportunities for businesses owned by Native Americans.

2. *WHY IS THERE A NEED FOR TERO?*

   Since unemployment rate in Native communities remains high, Tribes must take strong actions to protect the employment rights of Native American people.

3. *WHAT ARE THE BASIC REQUIREMENTS OF TERO?*
   All employers operating within tribal jurisdiction are required to provide Indian preference in employment, training, contracting, and subcontracting. Following are the major provisions and requirements found in most TERO Codes that employers must adhere too:

   A. To ensure Native preference, employers need to submit and negotiate a detailed compliance plan of employer workforce needs with a TERO Compliance Officer.

   B. To utilize the TERO skills banks for all referrals and consider Native applicants before interviewing or hiring any Non-Native worker.

   C. To negotiate with the TERO Compliance Officer(s) the specific number of Natives in each job classification and to cooperate with tribal training programs to hire a certain number of trainees.

   D. To eliminate all extraneous job qualification criteria or personnel requirements which may act as a barrier to Native employment. TEROs are guided by EEOC guidelines for verifying legitimate Bona-fide Occupational Qualifications (BFOQ's).

   E. To keep in contact with the TERO office in order to resolve any employee problems and issues.

   F. To acknowledge and respect tribal religious beliefs and cultural difference and to cooperate with TERO to provide reasonable accommodations.

   G. All employers who have collective bargaining agreements with one or more unions must secure a written agreement from their unions indicating that they will comply with TERO.

   H. The TERO certified worker shall be treated the same as the other employees. There will be a Zero tolerance to discrimination within the boundaries of the Tulalip Reservation.

The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above.

4. *WHAT IS A COMPLIANCE PLAN?*

   A Compliance Plan is a written document that provides detailed descriptions of a construction project with all the pertinent information. This is where you list your key personnel and your work force needs. A Key employee is a permanent employee who is in a supervisory or specialized position and without this person an employer would face a financial loss. This document is then negotiated with a TERO Compliance Officer for approval.

5. *WHAT TERO REQUIREMENTS ARE THERE IN CONTRACTING BIDS?*

   The TERO Office has a Native American Owned Business Registry (NAOB) in which TERO certifies that the companies are owned by Native Americans. The TERO Code requires that Contractors and or Subcontractors provide opportunities to every NAOB that is qualified to do the work.

6. *IS THERE A DIFFERENCE BETWEEN TRIBAL AND NATIVE AMERICAN PREFERENCE?*

   Yes, on Tribally funded projects TERO can require Tribal member preference. This is permissible under Federal law because tribes are exempt from Title VII of the Civil Rights Act, Executive Order 11246 and most other employment rights legislation. Native

American preference is permissible under some federal laws i.e., Indian Self Determination Act, Buy Indian Act and under most federal laws.

7. *WHAT IS THE EXTENT OF TERO JURISDICTION?*

   A Tribe has the authority to enact and enforce any Indian employment preference law that is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principle of Indian law and is supported by a host of Supreme Court decisions. The jurisdiction is legally described or defined by treaty or legislation. The exterior boundaries of the reservation including cede territories and lands where jurisdiction has not been extinguished. TERO has a political preference, not a racial preference and does not violate Title VII or any other Federal Employment Law.

8. *ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?*

   Yes, there are several exemptions. Direct employment by Federal / State governments, schools, churches and some non-profits are not covered by TERO. Some Tribes also exempt themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

9. *WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?*

   No. Since TERO is pro-active, the compliance plans are signed by TERO and the employer prior to the commencement of work prevents disputes. The Compliance Officers will monitor the TERO requirements by doing onsite compliance visits that would not be detrimental to business operations. TERO can sanction employers for violations which may shut down operations but only in severe disputes and in accordance with the applicable law.

10. *DOESN'T TERO DO AWAY WITH THE COMPETITIVE BIDDING PROCESS AND FAIR COMPETITION?*

    No. It provides preference to certified and qualified Native American businesses on projects on or near the Tulalip Reservation. As with employment contracting preference is permissible or required under Federal, Tribal, State or other Local laws. Preference is not provided to the exclusion of other businesses. Price and quality are still primary considerations.

11. *ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?*

    Yes. The first level of protection comes from the TERO Compliance Officer who handles the charge. These officers are trained to deal with facts and merits of the case before making determinations. Beyond the TERO Commission, grievant can seek relief in the Tribal and Federal Courts.

12. *WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?*

    Violation of TERO requirements may result in severe sanctions. If the TERO office determines that employers willfully and intentionally breached TERO requirements. TERO may:

    A. Deny such party the right to commence business on the reservation;

    B. Impose a civil fine on such party ranging on most reservations anywhere from $500.00 to $5,000.00 per violation;

    C. Terminate or suspend party's operation and deny them the rights to conduct further business on the reservation; and or

    D. Order any party to dismiss any illegally hired Non-Natives, take action to ensure future compliance and to make back payment of any lost wages be paid to the TERO certified Native Americans.

13. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

It is important to note that only one appeal to a TERO commission and tribal court decision has ever been appealed to the federal court. The case ended at the Ninth

Circuit Court of Appeals and Appellate that upheld the TERO complaint and the Tribal Courts decisions.

14. ARE TERO FEES LEGAL?

Yes. Tribal authority to access a fee is equal to that of any government. Taxation, licenses and fees are a valuable source for financing Tribal governmental operations. Tribes therefore consider their social and economic needs and priorities and set the TERO requirements to suit them just as National, State, and other units of government do.

Many contractors without complaint pay taxes and comply with the governmental requirements of states, counties, etc., but openly oppose doing so with Tribes. This "cultural discrimination" is indicative of the lack of knowledge and acceptance of the sovereign authority of the Tribes. Employers can realize a substantial savings since Tribal taxes or fees pre-empt state or other local taxation on the reservation projects often to the benefit of the employer.

The Tulalip Tribes' TERO fee is 1.75% of total cost on any project over $10,000.

TERO has the responsibility to ensure due process of the employer under the Tribal code and that only qualified and screened referrals are made to the employer.

15. 15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO IN THEIR OPERATION?

When TERO first appeared in the late seventies there was opposition from some and difference from others. Over the past twenty years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Native American preference and TERO provisions, policies and procedures figure prominently in the following:

A. The Civil Rights Handbook.

B. The Job Training and Partnership Act.

C. The Small Business Administration 8(a) Program.

D. Public Law 93-638, The Indian Education Assistance and Self-Determination Act of 1974.

E. HUD Regulations.

F. BIA Acquisition Assistance Agreement 84-1.

G. EEOC / TERO Contracts.

H. OFCCP Indian Employment Initiative.

I. FHWA ISTEA "Indians in Highway Construction Initiative".

J. Indian Health Service Alaska Native Hiring Agreement.

K. US DOL/BAT Notice 84-1.

L. Indian Education Impact and Programs Under PL 81-815 (Construction) and PL 81-874 (OPS/Admin).

CONTRACTORS

The following outlines the TERO expectations and responsibilities placed on all contractors and subcontractors doing work on or near the Tulalip Reservation. This document should be read carefully, along with the TERO Code. If you have any questions or concerns contact a TERO Compliance Officer.

TERO ACKNOWLEDGMENT:

Requirement: The contractor / employer must comply with all rules and regulations as set forth in the TERO Code. This agreement will be affirmed in writing and will be signed and dated by the TERO Manager. Furthermore, if a project is expected to be of one month duration or more, the contractor must arrange a pre-construction meeting with the TERO Manager or TERO Compliance Officers prior to submitting a Compliance Plan to the TERO department.

TERO LIAISON:

Requirement: All contractors and employers must designate a responsible company official to coordinate all employment, training and contracting related activities with the TERO department to ensure that the company is in compliance with the TERO Code during all phases of the project.

NATIVE AMERICAN OWNED BUSINESS REGISTRY:

Requirement: The TERO Office maintains a certified Native American Owned Business Registry. All the businesses on the registry need to be given the opportunity to bid on any projects that they are qualified for. If they are within ten-percent (10%) of the lowest bid, you need to negotiate to see if they can reduce their price. But the fact remains that the bid will be awarded on: price, quality and capability unless other requirements are set forth in the bid documents.

TERO COMPLIANCE PLAN:

Requirement: All contractors, sub-contractors and or employers must have an approved written compliance agreement filed, negotiated and approved by the TERO Office prior to commencement of any construction activities on the Tulalip Reservation. There is a 1.75% TERO fee on any projects over $10,000 to be paid in full or negotiated with the TERO Compliance Officers.

COMPLIANCE PLAN WORKFORCE/ KEY EMPLOYEE:

Requirement: Contractors and or Employers shall be required to hire and maintain as many TERO / Native American preference employees as apply for and are qualified for each craft or skill.

Exception: Prior to commencing work on the Tulalip Reservation the prospective employer, contractor and subcontractors shall identify key and permanent employees.

Key employee: One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. An employee who is hired on a project by project basis may be considered a key employee so long as they are in a top supervisory position or perform a critical function.

Permanent employee: One who is and had been on the employers' or contractors' annual pay roll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.

Non-preferred Permanent and Key Employee(s) shall not exceed 20% of the workforce. Permanent and Key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

TERO HIRING HALL & RECRUITMENT EFFORTS:

Requirement: Contractor or employer is required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of (72) seventy-two hours to furnish a qualified referral. Furthermore contractors and employers are required to provide TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience / skill requirements, employment screening procedures and anticipated duration of employment.

NATIVE PREFERENCE:

Requirement: All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the reservation shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or federal requirements restrict the preference specified below. The order of preference shall be given to the following persons in the following enumerated order:

1) Enrolled Tulalip Tribal Members
2) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
3) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
4) Spouse of federally recognized Native American
5) Regular current employees of the all Tulalip Tribal entities
6) Other

Exception: Where prohibited by contractual agreements or federal requirements, the above order of preference set out in subsection 1.8, shall not apply. In such cases preference shall be given in accordance with the applicable contractual agreement, federal requirement, or Federal Law.

Requirement: If the TERO Office is unable to refer an adequate number of qualified, preferred employees for a Contractor, TERO will notify the Contractor who may fill the remaining positions with non-TERO workers. When this occurs, TERO work permits may be valid for one month from the date of issuance and may be renewed. Work permits are non-transferable.

Requirement: When work permits are issued, the contractor is still required to notify the TERO Office of all future job openings on the project so that qualified, preferred employees have an opportunity to be dispatched.

JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMMODATIONS:

Requirement: An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Natives which are not required by business necessity. The TERO department will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the religious beliefs and cultural traditions of Native workers.

TRAINING:

Requirement: Contractors and or Employers may be required to develop on the job training opportunities and or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

TRAINING:
Requirement: Contractors and or Employers may be required to develop on the job training opportunities and or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

LAY-OFFS:

Requirement: TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays-off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees.

NOTE: The TERO Office is here to help in any way we can. Communication with the TERO Compliance Officers is very important in that it will help ensure the job to run smoothly.

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THE TULALIP TRIBES
CONSTRUCTION CONTRACT

Contractor

Project # 2019-081 **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 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 ____, 2019 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 Coorinator's 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, it's elected and appointed officials, officers, employees, agents and representatives, and (b) the Contractor, Contractors 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

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.

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.

T. 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.

U. 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

The Consolidated Borough of Quil Ceda Village

Pavement Marking Maintenance 2019 Project

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE ("OWNER"):

_____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on the Pavement Marking Maintenance 2019 Project (the "Project"), located at 27th Avenue NE, 88th Street NE, 116th Street NE, Quil Ceda Parkway, Quil Ceda Boulevard, 99th Place NE, 105th Street NE, and Herman Williams Sr. Drive, Tulalip, WA 98271.

Upon receipt of payment by the Releasing Party of **$**_____, whether in cash, by check or by joint check, the Releasing Party represents and certifies to Owner that: (i) Releasing Party and all of its subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment and there is no known basis for the filing of any claim in respect of the Work except for (a) any claim that the Releasing Party has previously provided written notice to Owner about such claim, and (b) amounts owed to Releasing Party and/or any subcontractor or supplier that are considered Cost of the Work but have been withheld by the Owner; and (iii) waivers and releases from all Subcontractors and/or Suppliers being billed under a Releasing Party Subcontract Agreement or Purchase Agreement have been obtained in form substantially similar hereto as to constitute an effective waiver and release of all known claims. Notwithstanding the foregoing, this Interim Waiver and Release of Claims shall not apply to any amounts owed for Work which has been provided to the Project during a billing period prior to the date hereof where Releasing Party and/or any subcontractor or supplier has not yet requested reimbursement for the cost of the Work provided to the Project.

If any claim covered by this Interim Waiver and Release of Claims is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers, vendors or materialmen at any tier against or with respect to Owner or the Project then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim and (2) shall indemnify, defend and hold harmless Owner and the Project from and against any and all costs, damages, expenses, court costs and attorney fees arising from such claim or any litigation resulting from such claim.

_____
(the Releasing Party)

DATED:_____ By:_____

Printed Name: _____

Its:_____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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FINAL WAIVER AND RELEASE OF CLAIMS

TO THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE ("OWNER"):

Upon receipt of payment of $_____, whether in cash, by check or by joint check, _____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for construction on the Pavement Marking Maintenance 2019 Project (the "Project"), located at 27th Avenue NE, 88th Street NE, 116th Street NE, Quil Ceda Parkway, Quil Ceda Boulevard, 99th Place NE, 105th Street NE, and Herman Williams Sr. Drive, Tulalip, WA 98271.

The Releasing Party hereby unconditionally waives and releases any and all claims, stop notices, rights to submit stop notices, suits, demands, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a "Claim") against or with respect to The Consolidated Borough of Quil Ceda Village, which is referred to as the Owner in the Contract Documents, or any other party holding an interest in the Property (collectively, the "Released Parties"), or against or with respect to the Project, the Property, improvements to the Property and materials, fixtures, apparatus and machinery furnished for the Property (collectively, the "Released Properties").

Upon the receipt of the aforesaid amount, the Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it for work, services, material or equipment in connection with the Work and the Releasing Party represents and warrants that all amounts due and owing to consultants, subcontractors and suppliers below the Releasing Party in connection with this Project have been paid, unless noted herewith as approved by Owner.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers or laborers at any tier against or with respect to any of the Released Parties or any of the Released Properties, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

_____
(the Releasing Party)

DATED:_____ By:_____

Printed Name: _____

Its:_____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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WARNING: *To protect against the possibility of others accessing your confidential information, do not complete these forms on a public workstation.*

Department of Revenue
Washington State

BUYERS' RETAIL SALES TAX EXEMPTION CERTIFICATE

Not to be used to make purchases for resale

Type of Certificate

☐ **Single Use Certificate** — **A Single use certificate must be used each time an exempt item is purchased.**

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

Vendor/Seller			*Date*
Street Address	*City*	*State*	*Zip Code*

I, the undersigned buyer, certify I am making an exempt purchase for the following reason: *(Enter information and/or check applicable box(es))*

1. Nonresident:

Place of residence: _____

Type of proof of residence accepted (drivers license, fishing license, etc) _____ , including any identification numbers _____ , and expiration date _____ .

a. ☐ Tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada, with a sales tax rate of less than three percent.

b. ☐ Watercraft *(Include make, model and serial number of vessel):*

_____

☐ Registered or documented with the US Coast Guard or state of principal use and will leave Washington waters within 45 days; **or**

☐ Buyer is a resident of a foreign country. Purchase is for use outside Washington and will leave Washington waters within 45 days.

Seller's Signature: _____

2. Electric Vehicles:

a. ☐ Batteries for electric vehicles or the purchase of labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries.

b. ☐ Tangible personal property that will become a component of electric vehicle infrastructure or the purchase of or charge made for labor and services rendered in respect to installing, constructing, repairing, or improving electric vehicle infrastructure.

3. Intrastate Air Transport:

☐ Airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes.

4. Interstate or Foreign Commerce or Commercial Deep Sea Fishing Business:

a. ☐ Motor vehicles, trailers and component parts thereof used to transport persons or property ***for hire*** in interstate or foreign commerce.

b. ☐ Airplanes, locomotives, railroad cars or watercraft and component parts thereof used in transporting persons or property ***for hire.***

c. ☐ Labor and services rendered to construct, repair, clean, alter or improve ***for hire*** carrier property.

d. ☐ Items for use connected with private or common carriers engaged in air, rail or water in interstate or foreign commerce. (***Note: Items consumed in the state are subject to use tax.)***

e. ☐ Fuel to be consumed outside of Washington by a vessel primarily engaged in foreign commerce.

Vessel Name: _____

Type of Fuel: _____ Quantity: _____

f. ☐ Watercraft, component parts, labor and services, and/or diesel fuel used in a qualifying commercial deep sea fishing operation.

Registered Vessel Name: _____ Vessel Number: _____

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

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5. Sales to Indians:

a. ☐ Tangible personal property (other than motor vehicles) or services purchased by Indians or Indian tribes when the goods are delivered to or services provided within Indian country. For motor vehicle sales, sellers must use the *Declaration for Motor Vehicle Sales to Enrolled Tribal Members with Delivery in Indian Country* form.

b. ☐ Supplies or services purchased by prime contractors hired by Indian tribes to perform construction in Indian Country when the goods are delivered to or services provided in Indian country.

6. Other:

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

a. ☐ Machinery and equipment *(including labor and services to install)* used directly in generating electricity using solar energy in a system capable of generating not more than 10kW of electricity.

b. ☐ Machinery and equipment (and the labor charges to install the same) used directly in producing thermal heat from collectors or solar hot water systems that produce 3 million BTU per day or less.

c. ☐ Waste vegetable oil used to produce biodiesel fuel for personal use.

d. ☐ Equipment rental and purchase of services for use in motion picture and video production.

e. ☐ Objects of art or cultural value purchased by an artistic or cultural organization.

f. ☐ Adaptive automobile equipment purchased by disabled veterans.

g. ☐ Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets. *(Describe)*: _____

h. ☐ Computer hardware, peripherals, software and related installation, used by the aerospace industry.

i. ☐ Labor, services, and tangible personal property related to the constructing of new buildings, or new parts of buildings, by a manufacturer of commercial airplanes, fuselages, or wings of a commercial airplane, or by a port district, political subdivision, or municipal corporation to be leased to such a manufacturer.

j. ☐ Computer hardware, peripherals, software and related installation, purchased by publishers and printers.

k. ☐ City, County, Tribal, or Inter-Tribal Housing Authorities.

l. ☐ Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.

Type of Goods Purchased: _____

Point of Delivery: _____ Carrier/Agent: _____

m. ☐ Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.

n. ☐ Hog fuel used to produce electricity, steam, heat, or biofuel.

o. ☐ Tangible personal property under the weatherization assistance program.

p. ☐ Trail Grooming Services.

q. ☐ Honey bees/honey bee feed purchased by an eligible apiarist. Apiarist ID #: _____

r. ☐ Federal credit union purchases.

s. ☐ Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.

t. ☐ Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.

u. ☐ Joint Municipal Utilities Services Authority.

v. ☐ Paratransit vehicles purchased by paratransit service providers.

w. ☐ Large/private airplanes purchased by nonresidents.

x. ☐ Standard financial information purchased by qualifying international investment management companies.

y. ☐ Clay targets purchased by nonprofit gun clubs.

z. ☐ Charcoal, wood chips, & similar items to flavor food purchased by restaurants.

aa. ☐ Material and supplies directly used in the packing of fresh perishable horticultural products by persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers.

ab. ☐ Vessel Deconstruction Services.

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

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

Type of Business: _____ Tax Registration No.: _____

Name of Buyer: _____ Title: _____

Signature of Buyer: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Seller must maintain a copy. *Do not send to Department of Revenue.*

Reset This Form

Each exemption on this form has specific rules (see instructions)

Print This Form

INSTRUCTIONS

Buyers must ensure entitlement to the exemption before using this Certificate. For information regarding exemptions, contact Washington State Department of Revenue Taxpayer Information Center at (360) 705-6705 or 1-800-647-7706 or visit the Department's web site at: dor.wa.gov.

Line 1a applies to the purchase of tangible personal property other than motor vehicles for use outside Washington by a resident of a state, possession, or province of Canada with a sales tax rate of less than three percent (e.g. Oregon, Alaska). Reference: RCW 82.08.0273, WAC 458-20-193 (6) (b) and ETA 3054.2011.

***NOTE:** Sales of motor vehicles are not covered by this certificate; please refer to* RCW 82.08.0264 *and* WAC 458-20-177 *for certificate and exemption information.*

Line 1b applies to watercraft purchased by a nonresident for use outside Washington when delivery takes place in Washington. The buyer must provide proof of residency (picture ID) and check the applicable box. By checking the box, the buyer certifies that the vessel will leave Washington State waters within forty-five days. Sellers must examine and document the proof of residency provided by the buyer. **Seller must sign the form**. By signing the form, the seller certifies that the seller has examined and listed the buyer's proof of residency. See WAC 458-20-238 for acceptable proof of residency for corporations, partnerships and limited liability companies. Reference: RCW 82.08.0266, RCW 82.08.02665 and WAC 458-20-238.

Line 2a applies to the purchase of electric vehicle batteries or to labor and services rendered in respect to installing, repairing, altering, or improving electric vehicle batteries. Reference: RCW 82.08.816

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

Line 3 applies to the purchase of airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes. Commuter air carriers are air carriers holding authority under Title 14, part 298 of the code of federal regulations that carries passengers on at least five round trips per week on at least one route between two or more points. Reference: RCW 82.08.0262 and 82.12.0254.

Line 4a applies to the purchase of motor vehicles, or trailers by a business operating or contracting to operate for the holder of a carrier permit issued by the Interstate Commerce Commission. The exemption also applies to component parts and repairs of such carrier property including labor and services rendered in the course of constructing, repairing, cleaning, altering or improving the same. The buyer must attach a list stating make, model, year, serial number, motor number and ICC permit number. Reference: RCW 82.08.0263 and WAC 458-20-174.

Line 4b applies to the purchase of airplanes, locomotives, railroad cars, or watercraft for use in conducting interstate or foreign commerce by transporting therein or therewith persons or property ***for hire***. The exemption also applies to component parts of such carrier property. Reference: RCW 82.08.0262 and WAC 458-20-175.

Line 4c applies to charges for labor and services rendered in the course of constructing, repairing, cleaning, altering or improving carrier property when carrier property is used ***for hire***. Reference:
RCW 82.08.0262 and WAC 458-20-175.

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

Line 4e applies to fuel consumed outside the territorial waters of the United States by vessels used primarily in foreign commerce. Buyers must list the vessel name, type of fuel and quantity. Reference: RCW 82.08.0261 and WAC 458-20-175.

Line 4f applies to the purchase of vessels, component parts, or repairs by persons engaged in commercial deep sea fishing operations outside the territorial waters of the state of Washington. The exemption also applies to the purchase of diesel fuel used in commercial deep or commercial passenger fishing operations when annual gross receipts from the operations are at least five thousand dollars. Reference: RCW 82.08.0262,
RCW 82.08.0298, and WAC 458-20-176.

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

Line 5a applies to the purchase of tangible personal property (other than motor vehicles) or services by an Indian or Indian tribe. The goods or services must be delivered to, or performed on the reservation. The purchaser must present a tribal membership card, a treaty fishing card, a certificate of enrollment, or a letter from a tribal official. Sellers must document the buyer's name, dollar amount of purchase, tribal affiliation and reservation where delivery is made. For motor vehicle sales, sellers must use the *Declaration for Motor Vehicle Sales to Enrolled Tribal Members with Delivery in Indian Country* form. Reference: RCW 82.08.0254 and WAC 458-20-192.

Line 5b applies to the purchase of consumable supplies, equipment rentals or services by a prime contractor hired by an Indian tribe to perform construction in Indian Country where the goods or services are delivered to, or performed on the reservation. The purchaser must present a construction contract with the tribe or a letter from a tribal official evidencing that they are working directly with the Tribe. Sellers must document the buyer's name, dollar amount of purchase, and reservation where delivery is made. Reference: RCW 82.08.0254 and WAC 458-20-192.

Line 6a applies to the purchase of qualifying machinery and equipment (and charges for labor to install) used directly in generating electricity using the sun. The solar energy system must be no larger than 10kW. Effective July 1, 2009 – June 30, 2018.
Reference: RCW 82.08.963

Line 6b applies to the purchase of qualifying machinery and equipment (and charges for labor to install) used directly in producing thermal heat using solar collectors or solar hot water systems that produce 3 million BTU per day or less. Effective July 1, 2013 - June 30, 2018.
Reference: RCW 82.08.963.

Line 6c applies to the purchase of waste vegetable oil from restaurants and food processors to produce biodiesel fuel for personal use. The exemption does not apply to persons that are engaged in selling biodiesel fuel at wholesale or retail. Reference: RCW 82.08.0205.

Line 6d applies to the rental of production equipment and purchases of production services by motion picture and video production companies.
Reference: RCW 82.08.0315 and Motion Picture-Video Production Special Notice.

Line 6e applies to the purchase of objects of art or cultural value, and items used in the creation of a work of art (other than tools), or in displaying art objects or presenting artistic or cultural exhibitions or performances by artistic or cultural organizations.
Reference: RCW 82.08.031 and WAC 458-20-249.

Line 6f applies to the purchases of add-on adaptive automotive equipment purchased by disabled veterans and disabled members of the armed forces currently on active duty. To qualify the equipment must be prescribed by a physician and the purchaser must be reimbursed by the Department of Veterans Affairs and the reimbursement must be paid directly to the seller.
Reference: RCW 82.08.875

Line 6g applies to the purchase of animal pharmaceuticals by veterinarians or farmers for the purpose of administering to an animal raised for sale by a farmer. Animal pharmaceuticals must be approved by the United States Food and Drug Administration or the United States Department of Agriculture. This exemption does not extend to or include pet animals. Reference: RCW 82.08.880.

Line 6h applies to the purchase of computer hardware, peripherals, and software, and related installation, not otherwise eligible for the M&E exemption, used primarily in development, design, and engineering of aerospace products or in providing aerospace services. Reference: RCW 82.08.975.

Line 6i applies to charges for labor and services rendered in respect to the constructing of new buildings, or new parts of buildings, used primarily to manufacture commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. The exemption is available to manufacturers engaged in manufacturing commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. It is also available to port districts, political subdivisions, or municipal corporations who lease an eligible facility to a manufacturer engaged in eligible manufacturing activities. The exemption also applies to sales of tangible personal property that will become a component of such buildings during the course of the constructing, and to labor and services rendered in respect to installing, during the course of constructing, building fixtures not otherwise eligible for the exemption under RCW 82.08.02565(2)(b). Reference: RCW 82.08.980 and RCW 82.32.850.

Line 6j applies to the purchase of computer hardware, peripherals, digital cameras, software, and related installation not otherwise eligible for the M&E exemption that is used primarily in the printing or publishing of printed materials. The exemption includes repairs and replacement parts. Reference: RCW 82.08.806.

Line 6k applies to all retail purchases of goods and services by City, County, Tribal, or Inter-Tribal Housing Authorities. Reference: RCW 35.82.210.

Line 6l applies to the purchase of goods for use in a state, territory or possession of the United States which is not contiguous to any other state such as Alaska, Hawaii, Guam, and American Samoa. For the exemption to apply, the seller must deliver the goods to the usual receiving terminal of the for-hire carrier selected to transport the goods. Reference: RCW 82.08.0269.

Line 6m applies to the purchase of gases and chemicals by a manufacturer or processor for hire in the production of semiconductor materials. Limited to gases and chemicals used to grow the product, deposit or grow permanent or sacrificial layers on the product, to etch or remove material from the product, to anneal the product, to immerse the product, to clean the product, and other uses where the gases and chemicals come into direct contact with the product during the production process, or gases and chemicals used to clean the chambers and other like equipment in which processing takes place. Reference: RCW 82.08.9651.

Line 6n applies to the purchase of hog fuel to produce electricity, steam, heat, or biofuel. Hog fuel is defined as wood waste and other wood residuals including forest derived biomass. Hog fuel does not include firewood or wood pellets. Reference: RCW 82.08.956.

Line 6o applies to the purchase of tangible personal property used in the weatherization of residences under the weatherization assistance program. The tangible personal property must become a component part of the residence. Reference: RCW 82.08.998.

Line 6p applies to the purchase of trail grooming services by the state of Washington and nonprofit corporations organized under chapter 24.03 RCW. Trail grooming activities include snow compacting, snow redistribution, or snow removal on state or privately-owned trails. Reference: RCW 82.08.0203.

Line 6q applies to all honey bees and honey bee feed (e.g. sugar) purchased by an eligible apiarist. An eligible apiarist is a person who: owns or keeps one or more bee colonies; grows, raises , or produces honey bee products for sale at wholesale; and registers their hives/colonies with the WA State Department of Agriculture as required by RCW 15.60.021 References: RCW 82.08.0204 and RCW 82.08.200

Line 6r applies to the purchase of goods and retail services by federally chartered credit unions. Federal credit unions are exempt from state and local consumer taxes under federal law, such as sales tax, lodging taxes and rental car tax. To be exempt, the federal credit union must pay for goods and services directly, such as by a check written on the federal credit union or a credit card issued to the federal credit union. Sellers should keep a copy of the check or credit card used for payment to substantiate the exempt nature of the sale. Reference: WAC 458-20-190

Line 6s applies to the purchase of wax and ceramic materials used to create molds consumed during the process of creating ferrous and nonferrous investment castings used in industrial applications. Also applies to labor or services used to create wax patterns and ceramic shells used as molds in this process. Reference: RCW 82.08.983

Line 6t applies to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state. The exemption also applies to sales of tangible personal property which becomes a component part of such ferry vessels and sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels. Reference RCW 82.08.0285.

Line 6u applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority. Reference: RCW 82.08.999

Line 6v applies to purchases of small buses, cutaways, and modified vans not more than 28 feet long by a public social service agency (transit authority) or a private, nonprofit transportation provider. Reference: RCW 82.08.0287.

Line 6w applies to purchases of private airplanes by nonresidents weighing over 41,000 pounds. It also provides an exemption for charges for repairing, cleaning, altering or improving such airplanes owned by nonresidents. A nonresident qualifies for these exemptions when they are not required to register the airplane with the Department of Transportation. Reference: RCW 82.08.215

Line 6x applies to the purchase and use of standard financial information by a qualifying international investment management company. The bill provides definitions for both “standard financial information” and “qualifying international investment management company” and limits the amount of qualifying purchases to $15 million dollars in a calendar year. The standard financial information may be provided in a tangible format (e.g. paper documents), on a tangible media (e.g. DVD, USB drive, etc.) or as a digital product transferred electronically. Reference: RCW 82.08.207

Line 6y applies to the purchases of clay targets by nonprofit gun clubs. The exemption applies to clay target shooting when a fee is charged for the activity. The exemption expires July 1, 2017. Reference: RCW 82.08.205

Line 6z applies to purchases of certain wood chips, grape vines, charcoal for use by restaurants. The products must impart flavor to the food and be substantially consumed by the combustion process during cooking. The exemption also extends to wooden planks that are used to support the food during cooking, such as cedar grilling planks. The exemption does not apply to any purchases of gas fuel. Reference: RCW 82.08.210

Line 6aa applies to purchases of materials and supplies used in packing horticultural products. The exemption applies only to persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers as defined in RCW 82.04.330 and that are entitled to a deduction under RCW 82.04.4287 either as an agent or an independent contractor. Reference: RCW 82.08.0311

Line 6ab applies to deconstruction of vessels. "Vessel deconstruction" means permanently dismantling a vessel, including: Abatement and removal of hazardous materials; the removal of mechanical, hydraulic, or electronic components or other vessel machinery and equipment; and either the cutting apart or disposal, or both, of vessel infrastructure. For the purposes of this subsection, "hazardous materials" includes fuel, lead, asbestos, polychlorinated biphenyls, and oils. "Vessel deconstruction" does not include vessel modification or repair. In order to qualify for this exemption the vessel deconstruction must be performed at either a qualified vessel deconstruction facility; or an area over water that has been permitted under section 402 of the clean water act of 1972 (33 U.S.C. Sec. 1342) for vessel deconstruction. Reference RCW 82.08.9996

Special Provisions

INTRODUCTION TO THE SPECIAL PROVISIONS

(******)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are labeled with asterisks *(******)*. 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.

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DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(******)

The contract provides for the maintenance of channelization markings on reservation roads and within Quil Ceda Village. Improvements include removal and replacement of channelization markings on 27th Avenue NE, 88th Street NE, 116th Street NE, Quil Ceda Parkway, Quil Ceda Boulevard, 99th Place NE, 105th Street NE, Herman Williams Sr. Drive, and other access, roads, and improvements as shown in the Contract Plans.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

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

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

(******)

Dates

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

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

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

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

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

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

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

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

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

(******)

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

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

Engineer
The Contracting Agency's representative who administers the construction program for the Contracting Agency. "Engineer" shall refer to the State of Washington Department of Transportation.

Inspector
The Owner's representative who inspects Contract performance in detail. "Inspector" shall refer to the State of Washington Department of Transportation's employee designated to the Project.

Laboratory
The laboratories of the Contracting Agency, or other laboratories the Contracting Agency authorizes to test Work, soils, and materials. "Laboratory" shall refer to the State of Washington Department of Transportation's Material Laboratory.

Project Engineer
The Engineer's representative who directly supervises the engineering and administration of a construction project. "Project Engineer" shall refer to the State of Washington Department of Transportation's employee designated to the Project.

Section 1-01.3 is supplemented with the following:

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

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

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

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

Alternative Dispute Resolution
A method of resolving disputes other than arbitration or litigation.

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

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

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

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

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

NAOB or NAOB’s
Native American Owned Business that has been certified by Tulalip TERO.

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

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

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

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

Request for Information (RFI)
Written request from the Contractor to the Tribes Representative, through the Engineer, seeking an interpretation or clarification of the Contract Documents.

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

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

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

TERO
Means the “Tulalip Tribal Employment Rights Office”.

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

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

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

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

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

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

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

Tulalip Tribes of Washington
The Contracting Agency, Owner or entity for whom the Project is being constructed.

Tulalip Tribes
See Tulalip Tribes of Washington.

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

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

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

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

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

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11″ x 17″)	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22″ x 34″)	0	Furnished only upon request.

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

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

1-02.4(1) General
(August 15, 2016 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business ***5*** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

Section 1-02.5 is deleted in its entirety.

1-02.6 Preparation of Proposal

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

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

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

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

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

1-02.7 Bid Deposit

Section 1-02.7 is deleted in its entirety.

1-02.9 Delivery of Proposal

Section 1-02.9 is deleted in its entirety.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is deleted in its entirety.

1-02.11 Combination and Multiple Proposals

Section 1-02.11 is deleted in its entirety.

1-02.12 Public Opening of Proposals

Section 1-02.12 is deleted in its entirety.

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,

3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,

4. A breakdown of costs assigned to any bid item,

5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain a Tulalip Tribes Business License to do business on the Tulalip Indian Reservation,

7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

Section 1-03.1 is deleted in its entirety.

1-03.2 Award of Contract

Section 1-03.2 is deleted in its entirety.

1-03.3 Execution of Contract

Section 1-03.3 is deleted in its entirety.

1-03.4 Contract Bond

Section 1-03.4 is deleted in its entirety.

1-03.5 Failure to Execute Contract

Section 1-03.5 is deleted in its entirety.

1-03.6 Return of Bid Deposit

Section 1-03.6 is deleted in its entirety.

1-03.7 Judicial Review

Section 1-03.7 is deleted in its entirety.

1-04 SCOPE OF THE WORK

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

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

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

1. Addenda.

2. Proposal Form.

3. General Provisions.

4. Special Provisions, including APWA General Special Provisions, if they are included.

5. Contract Plans.

6. Amendments to the Standard Specifications.

7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

8. Snohomish County Engineering Design and Development Standards.

9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

1-04.4(1) Minor Changes

Revise the first paragraph of Section 1-04.4(1) to read:

(*******)
Payments or credits for changes may be made under the Bid Item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

1-04.6 Variation in Estimated Quantities

Replace Section 1-04.6 with the following:

(******)
Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Replace Section 1-05.4 with the following:

(******)
The Contractor shall be responsible for all survey related work that is necessary for establishing the locations of existing traffic markings that will be replaced. The owner will not provide any survey information for this project. The Contractor shall document the existing traffic markings for their use in spotting/locating new traffic markings to ensure that the markings are restored in the locations as they are today unless otherwise shown in the Contract Plans or as directed by the Owner.

No payment will be made for survey related work and any cost associated shall be included in the other bid items included in the proposal.

1-05.7 Removal of Defective and Unauthorized Work

Supplement Section 1-05.7 with the following:

(October 1, 2005 APWA GSP)
If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

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

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

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

1-05.11 Final Inspection

Delete Section 1-05.11 and replace it with the following:

(October 1, 2005 APWA GSP)

1-05.11 Final Inspections and Operational Testing **New Section**

1-05.11(1) Substantial Completion Date **New Section**

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

Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

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

(******)

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

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

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

Section 1-07.1 is supplemented with the following:

(******)

Indian Preference and Tribal Ordinances

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

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

The Tulalip Tribes of Washington has the sovereign authority over the lands of the Tulalip Indian Reservation and has the authority to enact and enforce its laws, ordinances, codes,

and regulations. The Contractor shall comply and cooperate with the Tribes and its representatives. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

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

> Work on or near Indian reservations: It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word near would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or Subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.
>
> **TERO Participation shall be evaluated as follows**:
> Counting Tulalip Tribal Member Native American Owned Business or Native American Owned Business Participation.
>
> When a Tulalip Tribal Member NAOB or NAOB participates in a contract, only the value of the work actually performed by the Tulalip Tribal Member NAOB or NAOB will be counted towards the Tulalip Tribal Member NAOB or NAOB subcontracting requirement.
>
> 1. Count the entire amount of the portion of the contract that is performed by the Tulalip Tribal-owned or Indian-owned enterprise or organization's own forces. Include the cost of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for the work of the contract, including supplies purchased or equipment leased by the Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing resources of the Prime Contractor or its affiliates will not be counted toward Tulalip Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations, a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a Tulalip Tribal Member NAOB or NAOB's ability to perform a Commercially Useful Function (see discussion of CUF, below).
>
> 2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member NAOB or NAOB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.

3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal Member NAOB or NAOB's lower-tier subcontractor is also a Tulalip Tribal Member NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal Member NAOB or NAOB contracting requirement.

4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal-owned or Indian-owned enterprise or organization, then that portion of the work further subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement, so long as it is a distinct clearly defined portion of the work of the subcontract that the Tulalip Tribal Member NAOB or NAOB is performing in a commercially useful function with its own forces.

5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned or Indian-owned enterprise or organization after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime contractor's actions did not influence the Tulalip Tribal-owned or Indian-owned enterprise's or organization's decertification.

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

1. A Tulalip Tribal Member NAOB or NAOB performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the Tulalip Tribal Member NAOB or NAOB must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable), and paying for the material itself. Two-party checks are not allowed.

2. A Tulalip Tribal Member NAOB or NAOB does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Tulalip Tribal Member NAOB or NAOB participation.

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

1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.

2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

4. For purposes of this paragraph, a lease must indicate that the Tulalip Tribal-owned or Indian-owned enterprise or organization has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the Tulalip Tribal Member NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB or NAOB absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the Tulalip Tribal Member NAOB or NAOB.

5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from another Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member NAOB or NAOB owner-operator receives credit for the total value of the transportation services the lessee Tulalip Tribal Member NAOB or NAOB provides on the contract.

6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an owner-operator who is a non-Tulalip Tribal Member NAOB or NAOB. The Tulalip Tribal Member NAOB or NAOB who leases trucks from a non-Tulalip Tribal Member NAOB or NAOB or employs a non-Tulalip Tribal Member NAOB or NAOB owner-operator is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The Tulalip Tribal Member NAOB or NAOB does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a Tulalip Tribal Member NAOB or NAOB.

7. In any lease or owner-operator situation, as described in paragraphs 5 and 6 above, the following rules shall apply:

    - A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed-upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.

    - Only the vehicle (not the operator) is leased or rented. Does not apply to owner-operator arrangements.

8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be credited, Tulalip Tribal Member NAOB or NAOB trucking firms must be covered by a subcontract or a written agreement approved by the Contracting Agency prior to performing its portion of the work.

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

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

Manufacturer

1. Counting
   If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or NAOB manufacturer, count 100 percent of the cost of the materials or supplies toward Tulalip Tribal Member NAOB or NAOB requirements.

2. Definition
   To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

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

Regular Dealer

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

2. Definition
   a) To be a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to TERO. TERO must be in receipt of this request at least 7 calendar days prior to bid opening. Included in the request shall be a full description of the project, type of business operated by the Tulalip Tribal Member NAOB or NAOB, and the manner the Tulalip Tribal Member NAOB or NAOB will operate as a regular dealer on the specific contract. Once the request is reviewed by TERO, the Tulalip Tribal Member NAOB or NAOB supplier requesting it will be notified in writing whether regular dealer status was approved. Tulalip Tribal Member Native American Owned Business or Native American Owned Business that are approved as regular dealers for a contract (whenever possible) will be listed on the Tulalip Tribes TERO's Native American Owned Business (NAOB) registry Internet Homepage at: www.tulaliptero.com/Home/ Contractors/NAOBRegistryReport.aspx prior to the time of bid opening. In addition, bidders may request confirmation of the Tulalip Tribal Member NAOB or NAOB supplier's approval to operate as a regular dealer on a specific contract by writing the TERO Department, 6406 Marine Drive, Tulalip, WA 98271 or by phone at (360) 716-4747. Use of a supplier that has not received approval as a regular dealer prior to bid opening will result in the bid being declared nonresponsive, unless the contribution of the regular dealer was not necessary to meet the project requirement.

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

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

Eligibility

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

For each Tulalip Tribal Member NAOB and NAOB described in the Bid Proposal Form Section IV – List of Lower-Tiered Subcontractor(s) and or Supplier(s), the bidder shall state the project role and work item in which that Tulalip Tribal Member NAOB or NAOB

will participate. A general description of the work to be performed by the Tulalip Tribal Member NAOB or NAOB shall be included. If a Tulalip Tribal Member NAOB or NAOB will perform a partial item of work, the bidder shall also include a dollar amount for each partial item of work. The bidder shall also include a dollar amount for each Tulalip Tribal Member NAOB or NAOB listed in Section IV that will be applied towards meeting or exceeding the assigned Tulalip Tribal Member NAOB and NAOB contract requirements.

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

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

Procedures Between Award and Execution

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

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

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

Total amounts shown for each Tulalip Tribal Member NAOB and NAOB shall not be less than the amount shown on the Bid Proposal Form Section IV. This submittal, showing the Tulalip Tribal Member NAOB and NAOB work item breakdown, when accepted by the Contracting

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

Procedures After Execution

Reporting

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

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

Damages for Noncompliance

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

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

1-07.2 State Taxes

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

(******)

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The

Tulalip Tribes of Washington and all of its governmental agencies, is a tax-exempt entity. See: 26 USC § 7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). A majority of the project is tax exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project and some B&O taxes. Upon request, a Tax Exemption form may be obtained from The Tulalip Tribes. For that portion of the project, this is not within the exterior boundaries of The Tulalip Indian Reservation certain Washington State Taxes will apply.

The work on this contract is to be performed in Indian Country for an Indian Tribe and such work is exempt from State Sales and Use Tax and upon lands whose ownership may obligate the Contractor to pay State Sales Tax and other taxes on portions of the project work as follows:

1. The provisions of WAC 458-20-192(5)(a)(ii) apply to the following listed portions of the project:

   The areas within the Tulalip Indian Reservation Boundary (all land west of Section line 8, 9.) are exempt from State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

2. The Contractor may be required to pay State Sales Tax and other taxes outside of the Tulalip Tribes Reservation portions of the project:

   The areas outside of the Tulalip Indian Reservation Boundary (all land east of Section line 8, 9.) may be subject to State Sales and Use Taxes. Certain B&O taxes are exempt also. Bidders shall consult with the State Department of Revenue regarding the potential tax liability.

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

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

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

1-07.3 Fire Prevention and Merchantable Timber Requirements

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

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

(******)

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

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(******)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

The Contractor shall obtain necessary traffic control permits prior to starting work. No separate payment will be made for permit fees or the preparation of project-specific traffic control plans.

All costs necessary to obtain permits required to complete the work shall be incidental to the bid items included in the proposal.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements

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

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

(******)

4. **Information and Reports** – The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by The Tulalip Tribes to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

Contractor shall so certify to The Tulalip Tribes as appropriate and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance** – In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, The Tulalip Tribes shall impose such Contract sanctions as it may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions** – The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any Subcontractor or procurement as The Tulalip Tribes may direct as a means of enforcing such provisions including sanctions for noncompliance.

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

1-07.11(10) Records and Reports

1-07.11(10)B Required Records and Retention

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

(******)

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

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(******)

Indian Preference and Tribal Ordinances

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

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance

plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact ***the Tulalip Tribes***.

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

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

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

1-07.14 Responsibility for Damage

Section 1-07.14 is revised to read:

(******)

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

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

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

The Tulalip Tribes to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

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

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

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

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

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

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

a. Whether the claim is allowed or is denied in whole or in part, and, if so, the specific reasons for the denial of the individual claim, and if not denied in full, when payment has been or will be made to the claimant(s) for the portion of the claim that is allowed, or

b. If resolution negotiations are continuing. In this event, status updates will be reported no longer than every 60 calendar days until the claim is resolved or a lawsuit is filed.

If the Contractor fails to provide the above notification within 60 calendar days, then the Contractor shall yield to the Contracting Agency sole and exclusive discretion to allow all or part of the claim on behalf of the Contractor, and the **Contractor shall be deemed to have WAIVED any and all defenses, objections, or other avoidances to the Contracting**

Agency's allowance of the claim, or the amount allowed by the Contracting Agency, under common law, constitution, statute, or the Contract and the Contract. If all or part of a claim is allowed, the Contracting Agency will notify the Contractor via certified mail that it has allowed all or part of the claim and make appropriate payments to the claimant(s) with Tribal funds.

Payments of Tribal funds by the Contracting Agency to claimant(s) under this section will be made on behalf of the Contractor and at the expense of the Contractor, and the Contractor shall be unconditionally obligated to reimburse the Contracting Agency for the "total reimbursement amount", which is the sum of the amount paid to the claimant(s), plus all costs incurred by the Contracting Agency in evaluating the circumstances surrounding the claim, the allowance of the claim, the amount due to the claimant, and all other direct and indirect costs for the Contracting Agency's administration and payment of the claim on the Contractor's behalf. The Contracting Agency will be authorized to withhold the total reimbursement amount from amounts due the Contractor, or, if no further payments are to be made to the Contractor under the Contract, the Contractor shall directly reimburse the Contracting Agency for the amounts paid within 30 days of the date notice that the claim was allowed was sent to the Contractor. In the event reimbursement from the Contractor is not received by the Contracting Agency within 30 days, interest shall accrue on the total reimbursement amount owing at the rate of 12 percent per annum calculated at a daily rate from the date the Contractor was notified that the claim was allowed. The Contracting Agency's costs to enforce recovery of these amounts are additive to the amounts owing.

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

1-07.15 Temporary Water Pollution Prevention

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

Section 1-07.15(1) is supplemented with the following:

(******)
No Bid item for SPCC Plan is included in the Proposal. Costs for complying with the requirements of this section shall be included in the other bid items included in the proposal.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP Option 1)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

*** No utility relocation work is anticipated in this Contract. The Contractor shall be responsible to coordinate with utility providers if necessary to do so. ***

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

*** Snohomish County Public Utilities District (PUD)
210 E Division Street
Arlington, WA 98223
Attn: Kallen Shaughnessy-Randall
(425) 783-4370

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

Tulalip Technology Data Services
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Travis Hill
(360) 716-5128

Tulalip Water and Sewer
8802 27th Avenue NE
Tulalip, WA 98271
Attn: Jereme Gobin

Tulalip Broadband
8825 Quil Ceda Boulevard, Suite O
Tulalip, WA 98271
Attn: Richard Brown
(360) 654-3270

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

(January 2, 2012 WSDOT GSP OPT 2)
Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

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

(******)

Lane closures are subject to the following restrictions:

Permitted work hours shall be 10 p.m. to 6 a.m., Sunday to Thursday, unless otherwise approved by the Owner.

During nonworking hours, the Contractor shall maintain all lanes open to traffic.

During permitted working hours, the Contractor shall maintain all lanes of traffic; EXCEPT turning lanes in accordance with an approved temporary traffic control plan. Detour routes may be required.

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

No lane closures will be allowed on a holiday or holiday weekend (including Columbus Day), or after 12:00 p.m. (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday, or Monday are considered a holiday weekend.

Complete closure of the roadway shall not be permitted.

1-07.27 No Waiver of State's Legal Rights

Section 1-07.27, including title, is revised to read:

(******)

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

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

The Contractor and The Tulalip Tribes recognize that the impact of overcharges to The Tulalip Tribes by the Contractor resulting from antitrust law violations by the Contractor's suppliers or

Subcontractors adversely affects The Tulalip Tribes rather than the Contractor. Therefore, the Contractor agrees to assign to The Tulalip Tribes any and all claims for such overcharges.

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsections:

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

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

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

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

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

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

1-08.0(2) Hours of Work **New Section**

(******)
Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 10:00 p.m. and 6:00 a.m., Sunday through Thursday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours

are being requested, and why. Requests shall be submitted for review no later than 3 working days prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1 Subcontracting

1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to read:

(******)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:

    a. Withholding of payments until the Prime Contractor or Subcontractor complies

    b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation

    c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

    d. Other sanctions as provided by the subcontract or by law under applicable prompt pay statutes.

Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment
The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

Section 1-08.4 is supplemented with the following:

(******)

Construction Coordination Meetings

The Contracting Agency or its authorized representative will schedule and administer construction coordination meetings on a weekly basis with the Engineer, Contractor, subcontractors, and other interested parties. The Contractor shall actively and regularly prepare for, attend, and participate in these meetings throughout the duration of the project until Contract Completion. The purpose of these meetings is to coordinate and facilitate communication between the parties to facilitate the performance of the respective responsibilities and the successful completion of the project.

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

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

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

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

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

Safety

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

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

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

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

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

Safety Program

A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its company safety program including jobsite-specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:

B. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.

1. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Contracting Agency at each weekly project meeting.

2. Weekly jobsite safety inspections shall be completed by each Contractor.

3. Designation and continual training of competent persons for the project.

4. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.

5. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Contracting Agency and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Contracting Agency. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Contracting Agency.

6. Provisions for enforcement of the safety policies by Site Foreman, Superintendent, and/or Project Manager.

7. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program, and Emergency procedures on this project.

Submittals

A. Company safety programs, as described above, shall be submitted to the Contracting Agency within ten days of Notice to Proceed or Letter of Intent to Award. Additions to the program, such as documentation of training as new employees arrive at the site, shall be forwarded to the Contracting Agency. All contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will be kept in one central location within the Contractor's office throughout the duration of the project.

B. Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by Contractor. The Contracting Agency's personnel are available to participate in these safety meetings.

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

C. All weekly inspections will be documented by Contractor and submitted to the Owner, through the Contracting Agency. Contractor shall immediately correct all deficiencies and submit a list of corrective actions within 1 working day, or sooner if required, of safety inspection.

D. Subject-specific daily and/or weekly inspections by Contractor, including temporary electric, crane, or other work activities as required, shall be timely submitted to the Owner through the Contracting Agency.

Training

A. Contractor shall ensure that employee designated as Project Competent Person has been fully trained for this task and has the full authority to take corrective action when required.

B. Contractor shall provide continual training to Project Competent Person, Superintendent, and Foreman as required by Tribal or OSHA standards.

C. The Contracting Agency may recommend General Safety Topics to enable Contractor's supervising personnel to train employees if a Contractor requests such assistance.

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the

nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:

    a. Certified Payrolls (per Section 1-07.9(5)).

    b. Material Acceptance Certification Documents

    c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

    d. Final Contract Voucher Certification

    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

    g. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(******)
This project shall be physically completed within 20 working days.

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.7 Mobilization

Delete Section 1-09.7 and replace with the following:

(******)

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor. Costs for mobilization will not be measured. The costs for mobilization shall be included in the bid items included in the proposal.

1-09.9 Payments

Revise the first paragraph of Section 1-09.9 to read:

(******)

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment. For items Bid as lump sum, with a bid price of more than or equal to $10,000, the Contractor shall submit a breakdown of the lump sum price in sufficient detail for the Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Engineer no later than the date of the preconstruction conference.

Delete the third paragraph and replace it with the following:

(******)

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

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

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

1. Unit Price Items in the Bid Form – the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form – partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Engineer's determination of the amount of Work performed, with consideration given to, but not exclusively based on, the Contractor's lump sum breakdown for that item.

3. Change Orders – entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);

2. The amount of Progress Payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

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

(******)
Traffic control plans shall be prepared by the Contractor and submitted to the Owner and when necessary other jurisdictional authorities for review and approval (e.g. WSDOT, Snohomish County, etc.). The Contractor shall provide site-specific traffic control plans for review and approval. Plans shall be submitted for review no more than 14 calendar days following award of the contract. Notice to Proceed will not be given until the traffic control plans are approved. Plans shall be in accordance with the MUTCD and the WSDOT "Work Zone Traffic Control Guidelines". A minimum of 10 working days will be required for review. Plans will be developed by the Traffic Control Supervisor or a licensed civil engineer. The plans as provided by the Contractor shall include and not be limited to the following information:

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

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

1-10.2 Traffic Control Management

1-10.2(1) General

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

(January 3, 2017 WSDOT GSP, Option 1)
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

1-10.2(2) Traffic Control Plans

The first sentence of Section 1-10.2(2) is replaced with the following:

(******)
Traffic control plans have not been provided by the Owner. The Contractor shall prepare traffic control plans. Traffic control plans shall be prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of these Special Provisions. Preparation of the Traffic Control Plan shall be included in other items of work contained in the proposal.

1-10.4 Measurement

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

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

(******)
The bid proposal contains the item "Project Temporary Traffic Control," lump sum. No unit items apply.

1-10.5 Payment

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

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

(******)

The lump sum bid for "Project Temporary Traffic Control", per lump sum shall also include all costs associated with preparing and, if necessary, obtaining traffic control permits from jurisdictional authorities such as WSDOT and Snohomish County and preparing and receiving approval for the Traffic Control Plans, including all revisions and updates necessary throughout the project duration. No additional payment will be made regardless of the quantity of labor, materials and equipment as necessary to comply with approved permits for traffic control.

END OF DIVISION 1

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DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-09 RAISED PAVEMENT MARKERS

8-09.4 Measurement

Section 8-09.4 is supplemented with the following:

(******)
Measurement for "Raised Pavement Markers" will be measured by the hundred regardless of type or whether they are mounted on the surface or recessed.

8-09.5 Payment

Section 8-09.5 is supplemented with the following:

(******)
Payment will be made under the following:

"Raised Pavement Markers", per hundred.

The per hundred bid price in the Proposal for "Raised Pavement Markers" will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to furnish and install the raised pavement markers regardless of type or whether the markers are recessed.

8-22 PAVEMENT MARKING

8-22.3 Construction Requirements

8-22.3(6) Removal of Pavement Markings

Section 8-22.3(6) is supplemented with the following:

(******)
Plastic traffic markings (lines, symbols and letters) shall be removed as indicated in the Contract Plans and prior to replacement. Paint traffic markings (lines, symbols and letters) that will be replaced in kind with paint will removed where directed by the Owner or their representative.

Removal of Pavement Markings shall include preparation of the paved surfaces for application of the paint or plastic material as necessary per the manufacturer's recommendations. Sweeping, pressure washing, etc. is included in this work.

8-22.4 Measurement

Section 8-22.4 is supplemented with the following:

(******)
Measurement for “Removing Pavement Markings and RPMs” will be measured by the lump sum.

Measurement for “Plastic Traffic Marking”, will be made per each plastic marking that is installed regardless of the type of marking. Plastic traffic letters shall be considered one (1) Plastic Traffic Marking. Plastic traffic symbols shall be considered one (1) Plastic Traffic Marking for the complete symbol.

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

(******)
Payment will be made under the following:

“Removing Pavement Markings and RPMs”, per lump sum.

The lump sum bid price in the Proposal for “Removing Pavement Markings and RPMs” will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to completely remove all traffic markings as shown in the Contract Plans and where directed by the Owner. No additional payment will be made for preparation of the paved surfaces as necessary prior to installing new pavement markings.

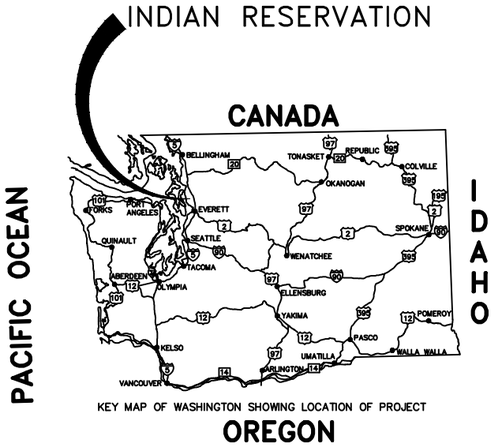
“Plastic Traffic Marking”, per each.

The per each bid price in the Proposal for “Plastic Traffic Marking” shall be full compensation for the costs of all labor, tools, equipment, and materials necessary to furnish and install the plastic traffic marking regardless of type (traffic arrow, letter or symbol).

END OF DIVISION 8

Appendix A

Contract Plans



KEY MAP OF WASHINGTON SHOWING LOCATION OF PROJECT

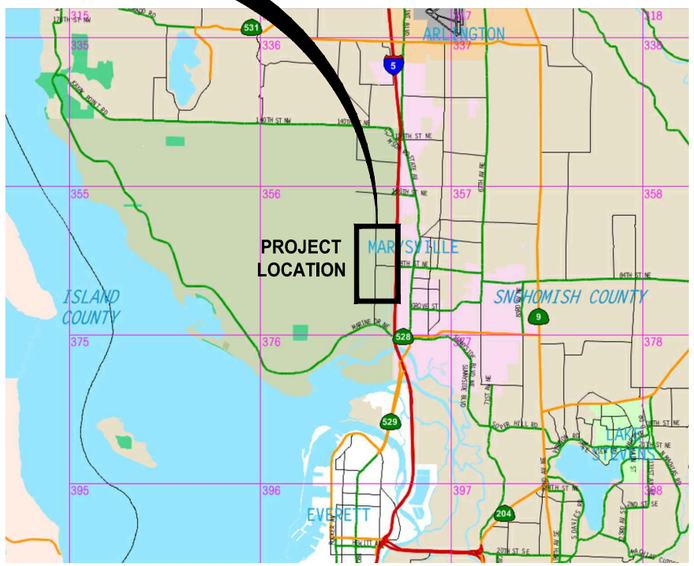
Contract Plans
PAVEMENT MARKING MAINTENANCE 2019

TULALIP INDIAN RESERVATION
SNOHOMISH COUNTY

STANDARD SPECIFICATIONS:

WSDOT STANDARD DETAILS
WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION 2018
2009 MUTCD REVISED MAY 2012
WSDOT STANDARD PLANS

PROJECT LOCATION



UTILITIES:

FRONTIER COMMUNICATIONS
1800 41st STREET
EVERETT, WA 98201
ATTN: CHUCK ROBERTS
(425) 261-8888

TULALIP BROADBAND (CABLE)
8825 QUIL CEDA BOULEVARD, SUITE 0
TULALIP, WA 98271
ATTN: RICHARD BROWN
(360) 716-3277

VERIZON
OSP ENGINEERING
PO BOX 1003
EVERETT, WA 98200
ATTN: TIM RENNICK
(425) 263-4034

SNOHOMISH COUNTY PUBLIC UTILITIES DISTRICT (PUD)
210 E DIVISION STREET
ARLINGTON, WA 98223
ATTN: NICK FADICH
(360) 435-7500

TULALIP TECHNOLOGY DATA SERVICES
8825 QUIL CEDA BOULEVARD, SUITE 0
TULALIP, WA 98271
ATTN: TRAVIS HILL
(360) 716-5128

PUGET SOUND ENERGY (GAS)
PO BOX 97034
BELLEVUE, WA 98004
ATTN: JEANNE COLEMAN
(425) 463-6550

OWNER:

THE TULALIP TRIBES
8802 27TH AVE NE
TULALIP, WA 98271
(360) 716-5024

ENGINEER:

PARAMETRIX
719 2ND AVENUE, SUITE 200
SEATTLE, WA 98104
ATTN: HAPPY LONGFELLOW
(206) 394-3700

GOVERNING AGENCY CONTACTS:

TULALIP TRIBES
CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE
8802 27TH AVE NE
TULALIP, WA 98271
(360) 716-5024
CONTACT: DEBRA BRAY

TULALIP TRIBES
TRIBAL EMPLOYMENT RIGHTS OFFICE
6406 MARINE DR.
TULALIP, WA 98271
(360) 716-4751
CONTACT: ROBERT HENDERSON

INDEX TO DRAWINGS

DWG NO.	SHT NO.	SHEET TITLE
GENERAL		
1	G1	COVER SHEET
2	PM1	PAVEMENT MARKING PLAN
3	PM2	PAVEMENT MARKING PLAN
4	PM3	PAVEMENT MARKING PLAN
~~5~~	~~PM4~~	~~PAVEMENT MARKING PLAN~~ NOT USED
6	PM5	PAVEMENT MARKING PLAN
7	PM6	PAVEMENT MARKING PLAN
8	PM7	PAVEMENT MARKING PLAN
~~9~~	~~PM8~~	~~PAVEMENT MARKING PLAN~~ NOT USED
~~10~~	~~PM9~~	~~PAVEMENT MARKING PLAN~~ NOT USED
~~11~~	~~PM10~~	~~PAVEMENT MARKING PLAN~~ NOT USED
~~12~~	~~PM11~~	~~PAVEMENT MARKING PLAN~~ NOT USED
13	NOTES	NOTES

ITEM #	SPEC	UNIT	DESCRIPTION OF ITEM	TOTAL QTY
1	1-10	LS	PROJECT TEMPORARY TRAFFIC CONTROL	1
2	8-09	HUND	RAISED PAVEMENT MARKERS	32
3	8-22	LF	PAINT LINE	95000
4	8-22	LF	PLASTIC LINE	9300
5	8-22	LF	PLASTIC STOP LINE	404
6	8-22	SF	PLASTIC CROSSWALK LINE	2030
7	8-22	LF	PLASTIC WIDE LINE	2400
8	8-22	EACH	PLASTIC TRAFFIC MARKING	10
9	8-22	LS	REMOVING PAVEMENT MARKINGS AND RPMS	1
10	1-04	EST	MINOR CHANGE	1

	Unit	Quantity
TRAFFIC		
PROJECT TEMPORARY TRAFFIC CONTROL	Day	20.0

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DRAWN B. PURGANAN
CHECKED A. FISHER
APPROVED H. LONGFELLOW

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FILE NAME PS1598108P19T01G-01
JOB No. 554-1598-108 P19 T01
DATE SEPTEMBER 2019

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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

COVER SHEET

DRAWING NO.
1 OF 13

G1

PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 1:01:24 PM
PATH: U:\PSO\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\
LAYOUT: G1

RESET VALVE CAN LID

QCV ADMIN OFFICE & TDS

STORAGE BUILDING

27TH AVE NE

SEE SHEET PM5 FOR DETAIL

BINGO HALL

88TH ST NE

99TH PL NE

MATCHLINE SEE SHEET PM2

QUIL CEDA PKWY

SEE SHEET PM6 FOR DETAIL

SEE SHEET PM7 FOR DETAIL

QUIL CEDA BLVD

I-5

NOTES:

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PLAN
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0 150 300

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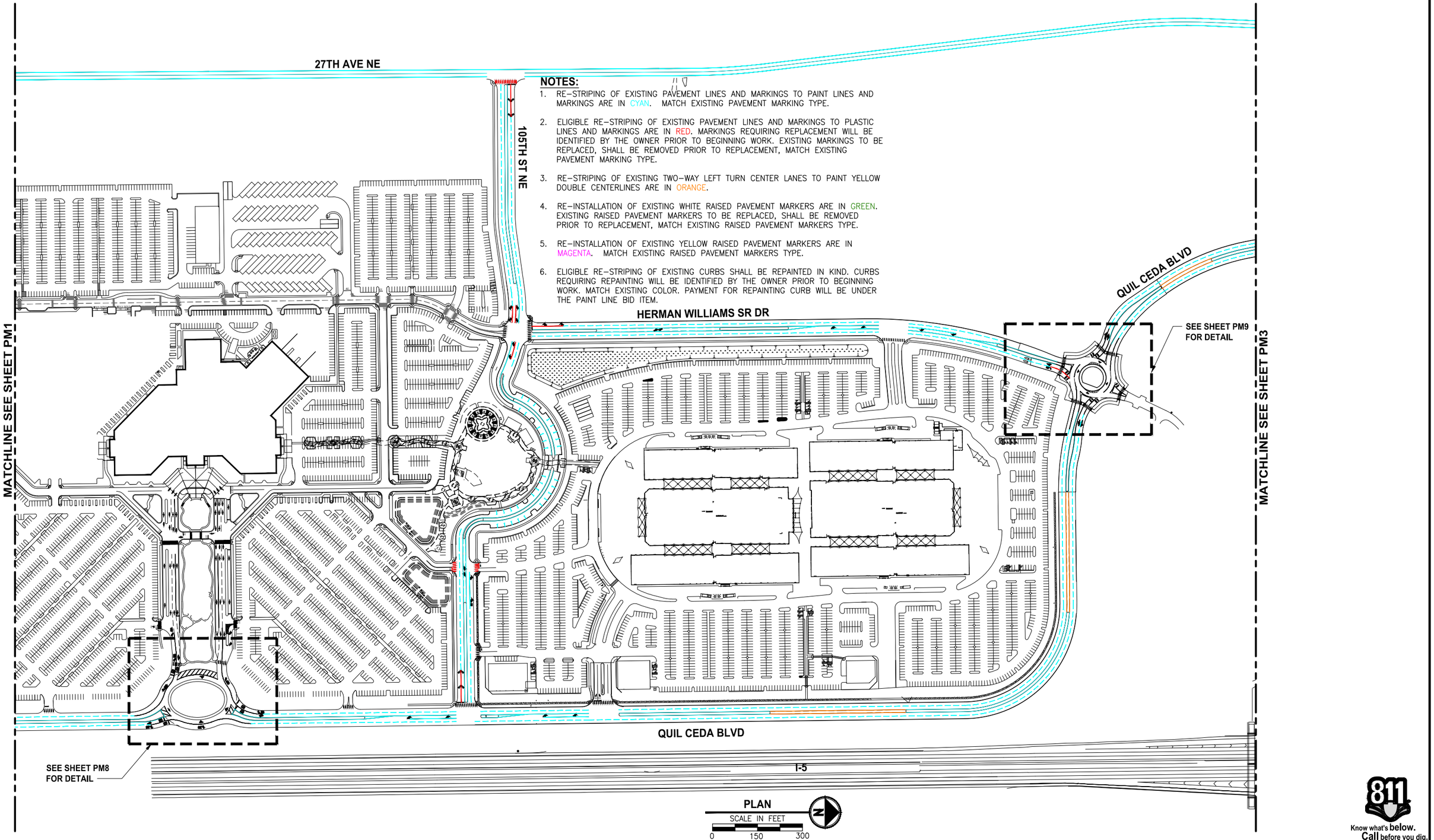
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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES
TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 2 OF 13
PM1

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SCALE IN FEET
0 150 300

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PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

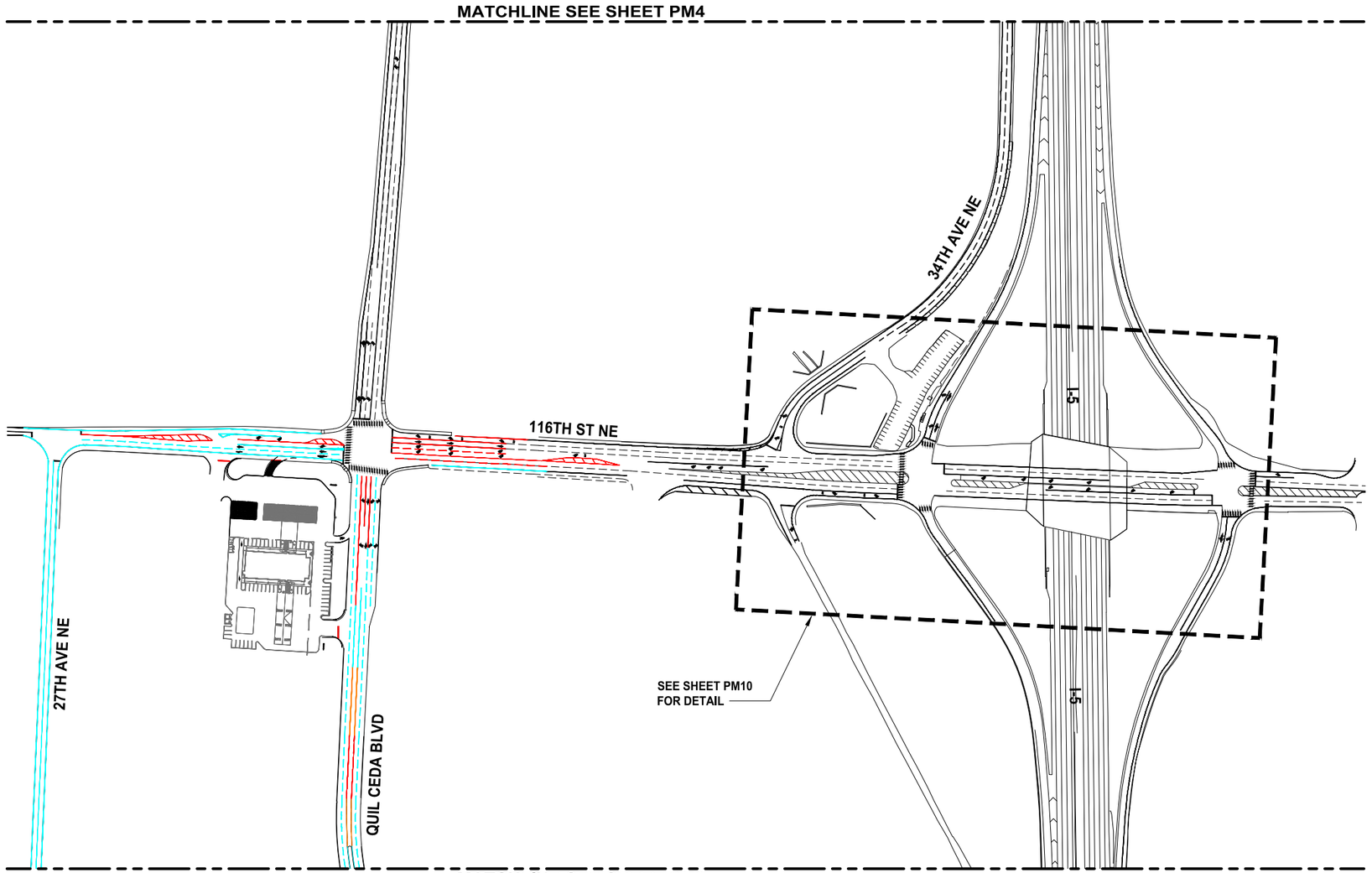
PAVEMENT MARKING PLAN

DRAWING NO. 3 OF 13

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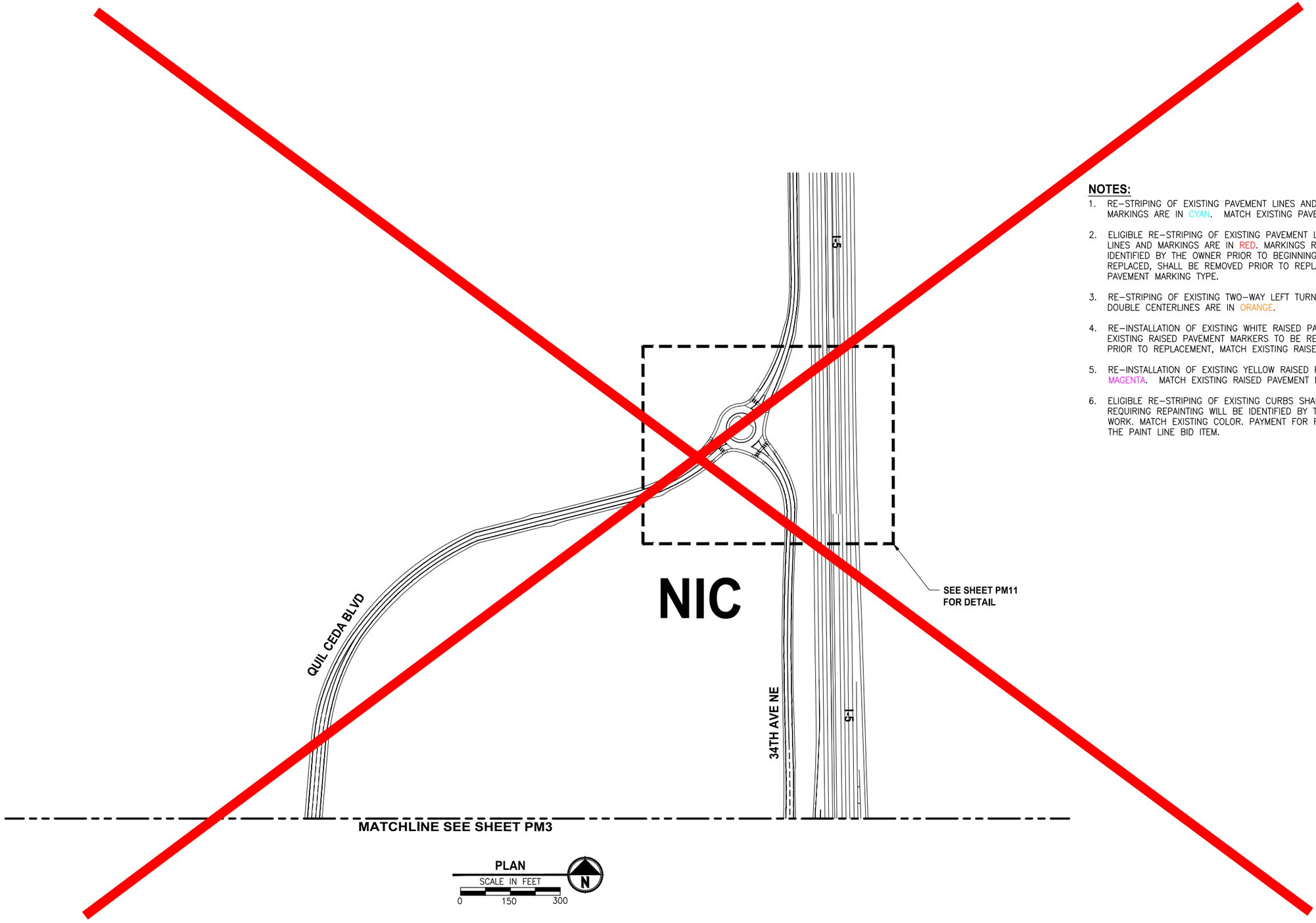
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PAVEMENT MARKING PLAN

DRAWING NO. 4 OF 13

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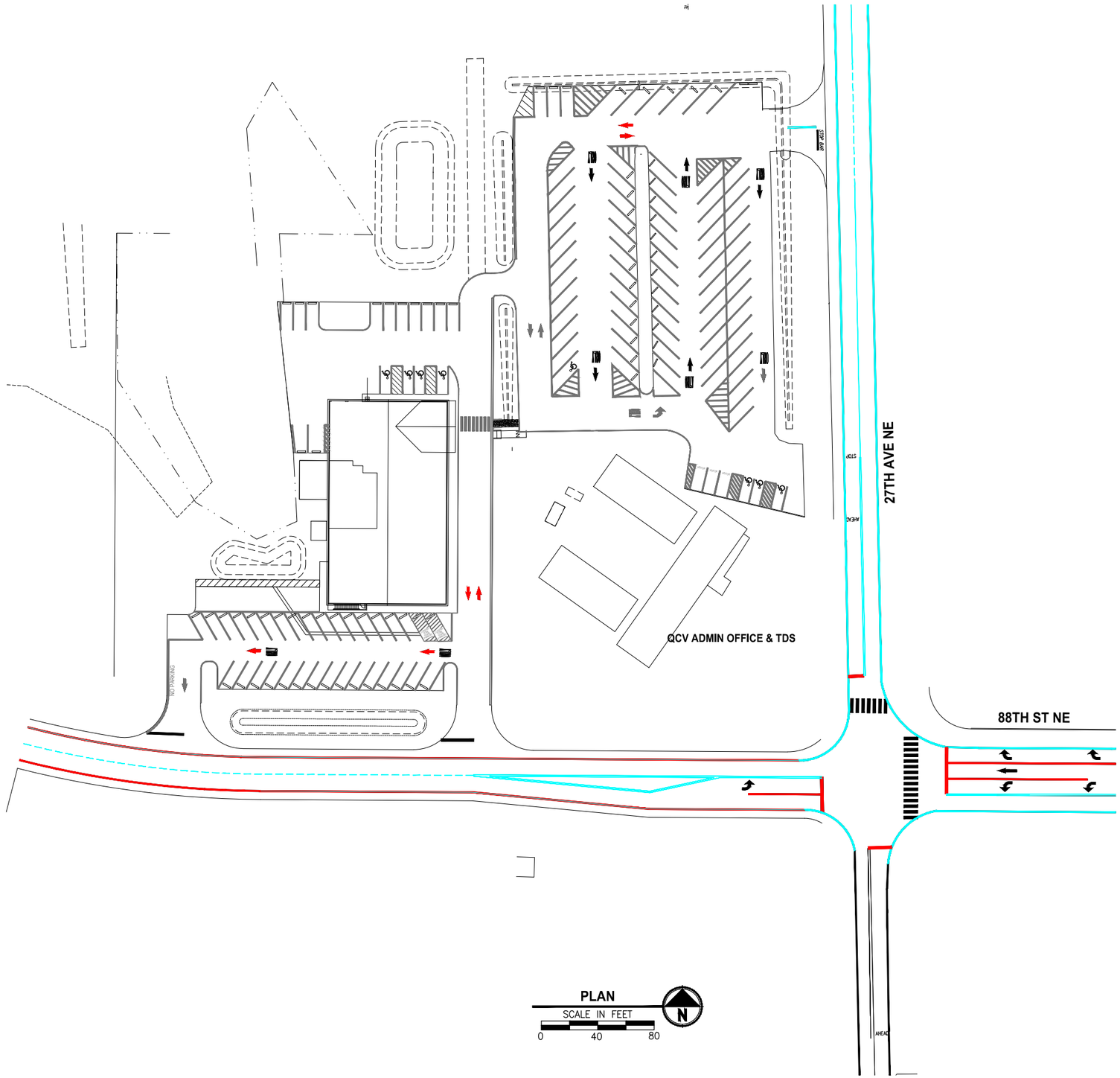
PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 5 OF 13

PM4



PLAN
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0 40 80

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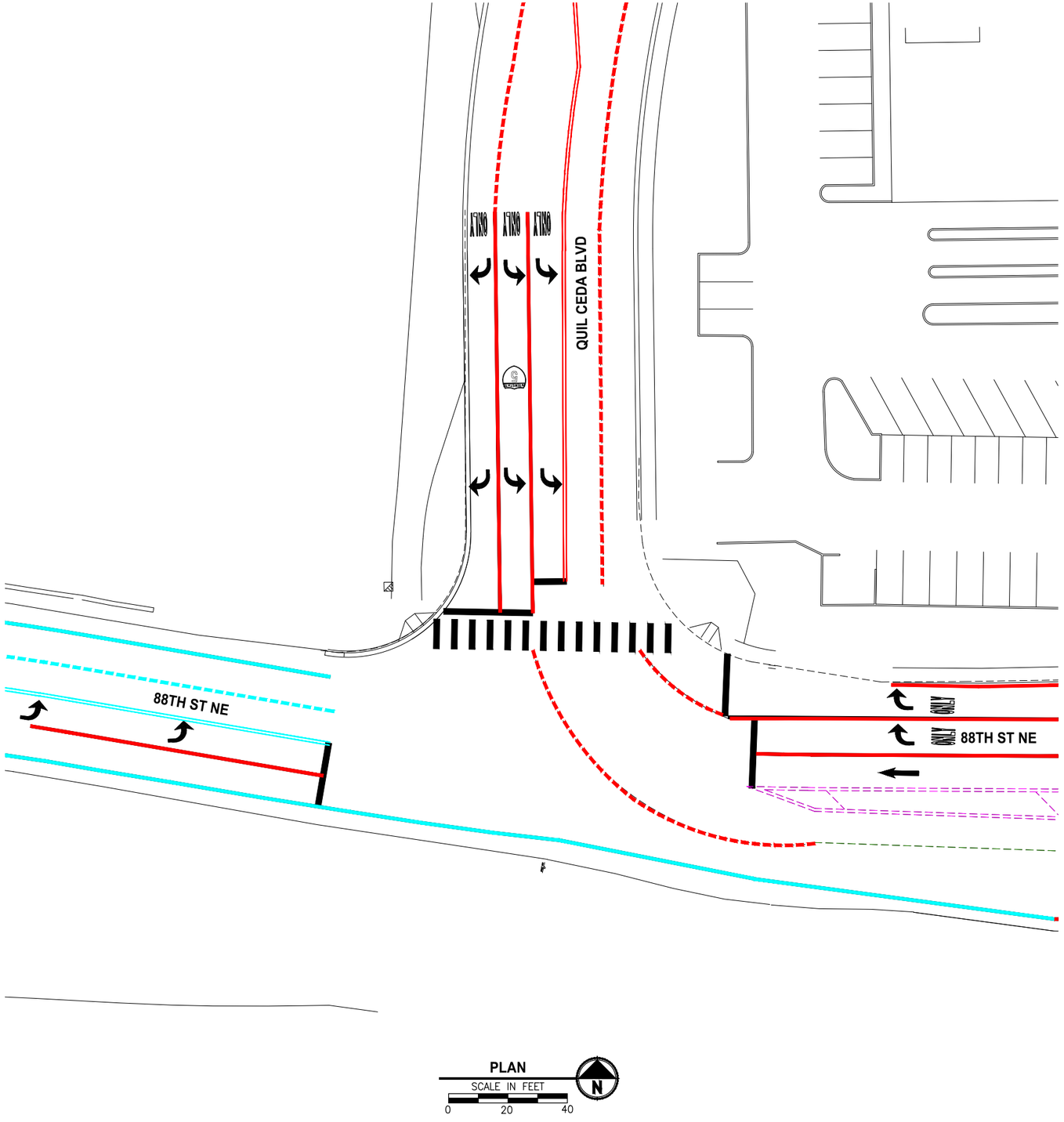
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TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 6 OF 13
PM5

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PLAN
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THE TULALIP TRIBES

TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 7 OF 13

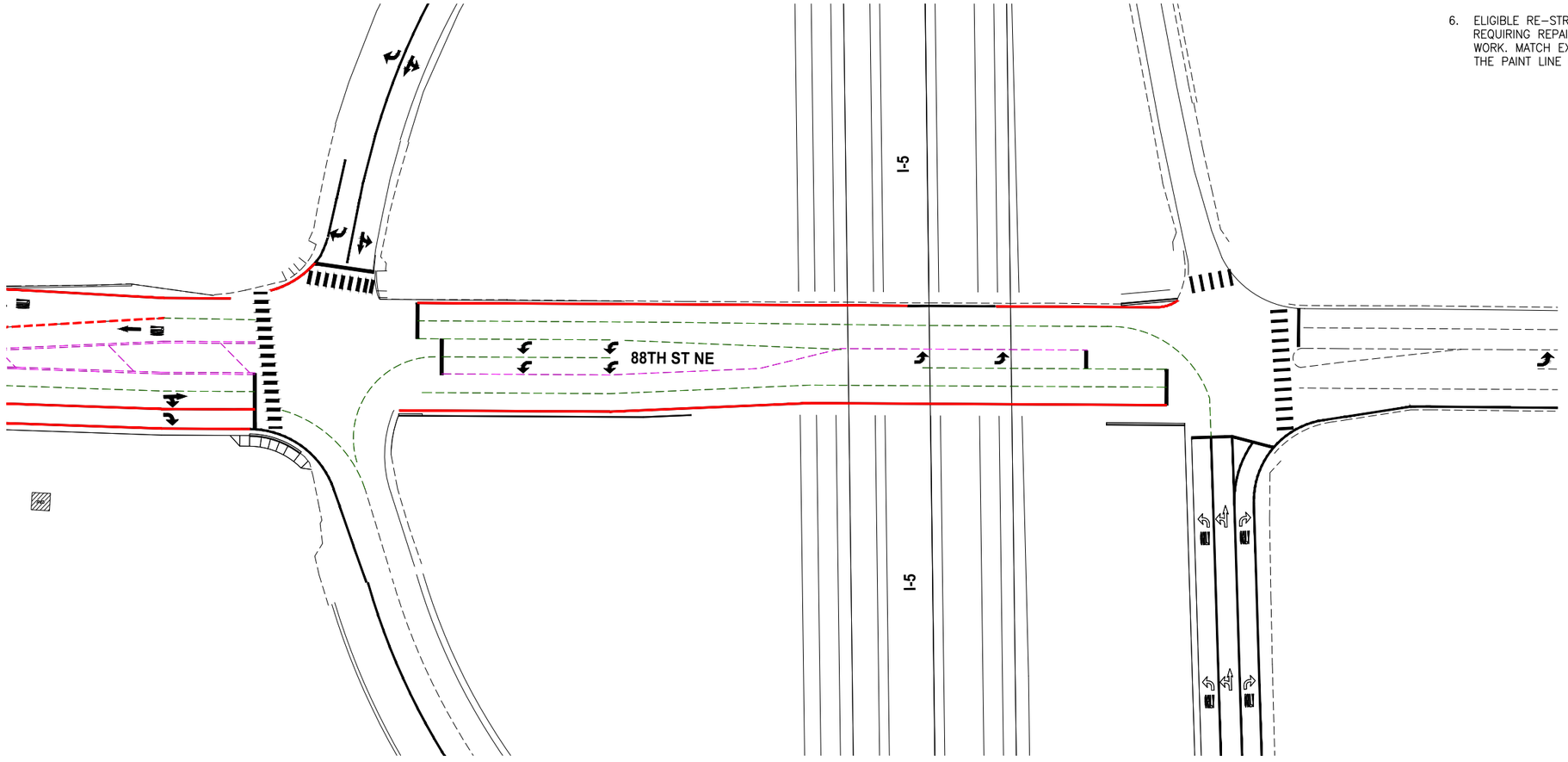
PM6

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PLAN
SCALE IN FEET
0 40 80
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CHECKED A. FISHER
APPROVED H. LONGFELLOW

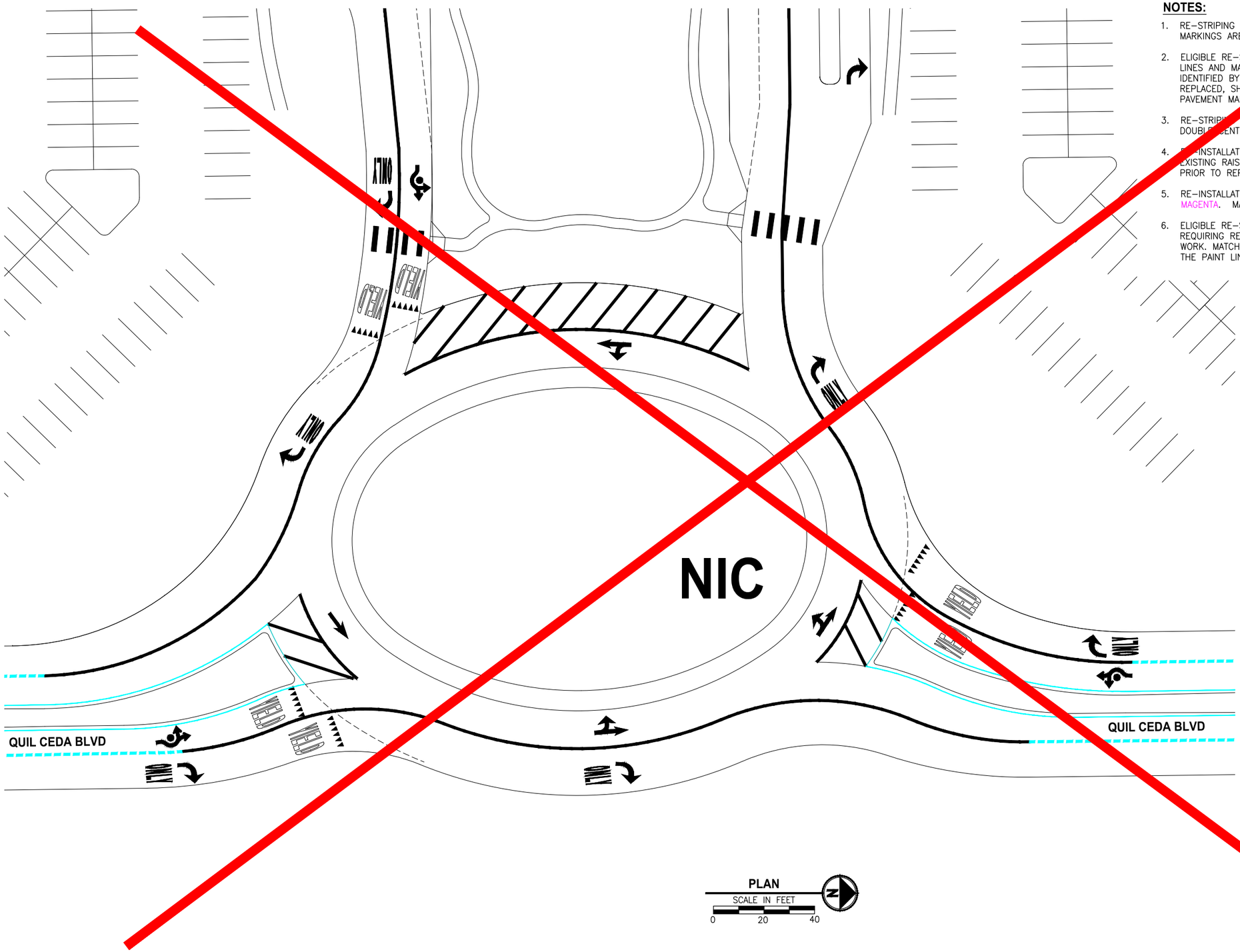
ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
FILE NAME PS1598108P19T01PM-01
JOB No. 554-1598-108 P19 T01
DATE SEPTEMBER 2019

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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES
TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 8 OF 13
PM7



NOTES:

1. RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PAINT LINES AND MARKINGS ARE IN CYAN. MATCH EXISTING PAVEMENT MARKING TYPE.
2. ELIGIBLE RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PLASTIC LINES AND MARKINGS ARE IN RED. MARKINGS REQUIRING REPLACEMENT WILL BE IDENTIFIED BY THE OWNER PRIOR TO BEGINNING WORK. EXISTING MARKINGS TO BE REPLACED, SHALL BE REMOVED PRIOR TO REPLACEMENT, MATCH EXISTING PAVEMENT MARKING TYPE.
3. RE-STRIPING OF EXISTING TWO-WAY LEFT TURN CENTER LANES TO PAINT YELLOW DOUBLE CENTERLINES ARE IN ORANGE.
4. RE-INSTALLATION OF EXISTING WHITE RAISED PAVEMENT MARKERS ARE IN GREEN. EXISTING RAISED PAVEMENT MARKERS TO BE REPLACED, SHALL BE REMOVED PRIOR TO REPLACEMENT, MATCH EXISTING RAISED PAVEMENT MARKERS TYPE.
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PLAN
SCALE IN FEET
0 20 40

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	REVISIONS	DATE	BY

DESIGNED J. JUN
DRAWN B. PURGANAN
CHECKED A. FISHER
APPROVED H. LONGFELLOW

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FILE NAME PS1598108P19T01PM-01
JOB No. 554-1598-108 P19 T01
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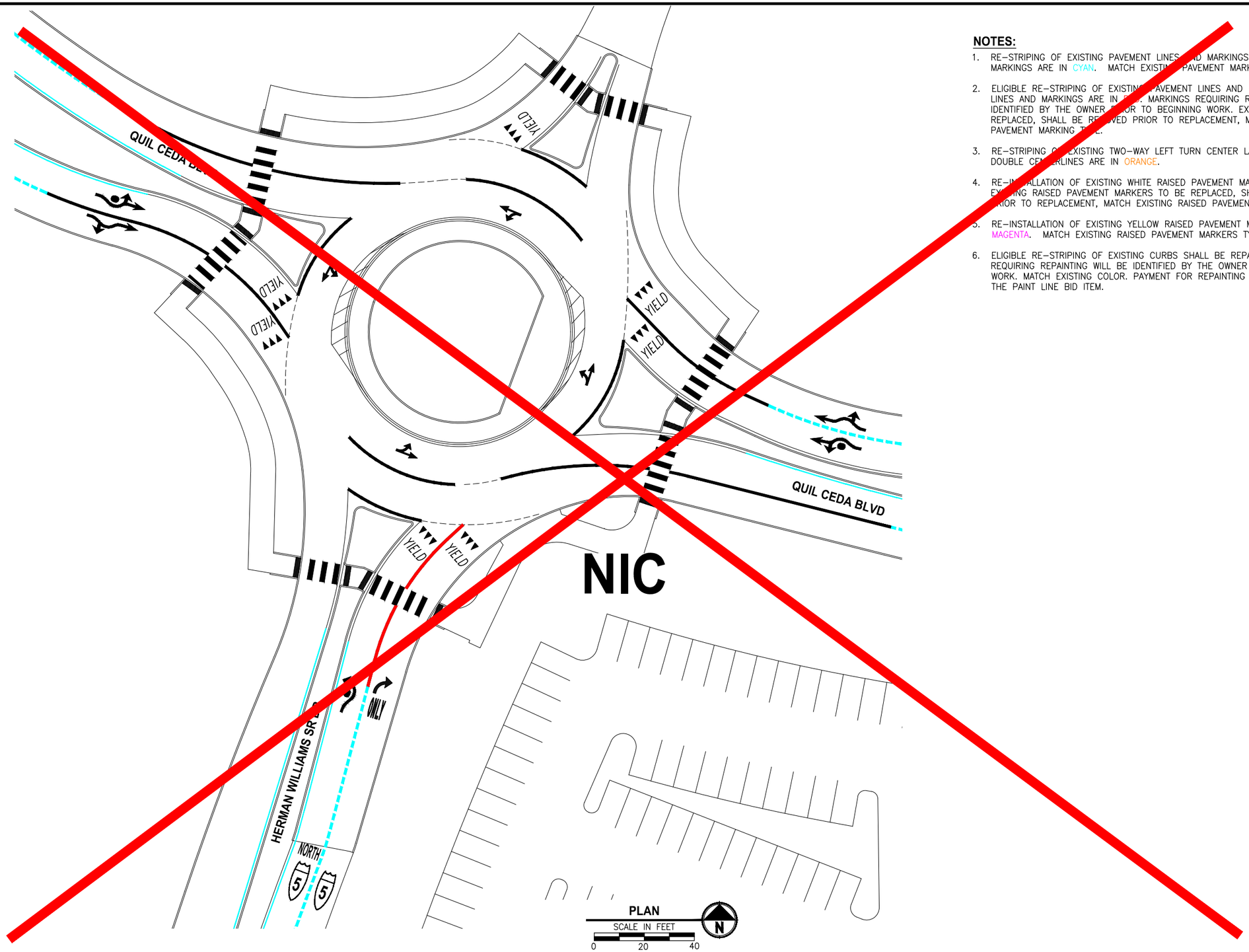
PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 9 OF 13
PM8

PATH: U:\PSO\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\
PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 11:16:37 AM
LAYOUT: PM8



NOTES:

1. RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PAINT LINES AND MARKINGS ARE IN CYAN. MATCH EXISTING PAVEMENT MARKING TYPE.
2. ELIGIBLE RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PLASTIC LINES AND MARKINGS ARE IN [illegible]. MARKINGS REQUIRING REPLACEMENT WILL BE IDENTIFIED BY THE OWNER PRIOR TO BEGINNING WORK. EXISTING MARKINGS TO BE REPLACED, SHALL BE REMOVED PRIOR TO REPLACEMENT, MATCH EXISTING PAVEMENT MARKING TYPE.
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	REVISIONS	DATE	BY

DESIGNED J. JUN
DRAWN B. PURGANAN
CHECKED A. FISHER
APPROVED H. LONGFELLOW

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FILE NAME PS1598108P19T01PM-01
JOB No. 554-1598-108 P19 T01
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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

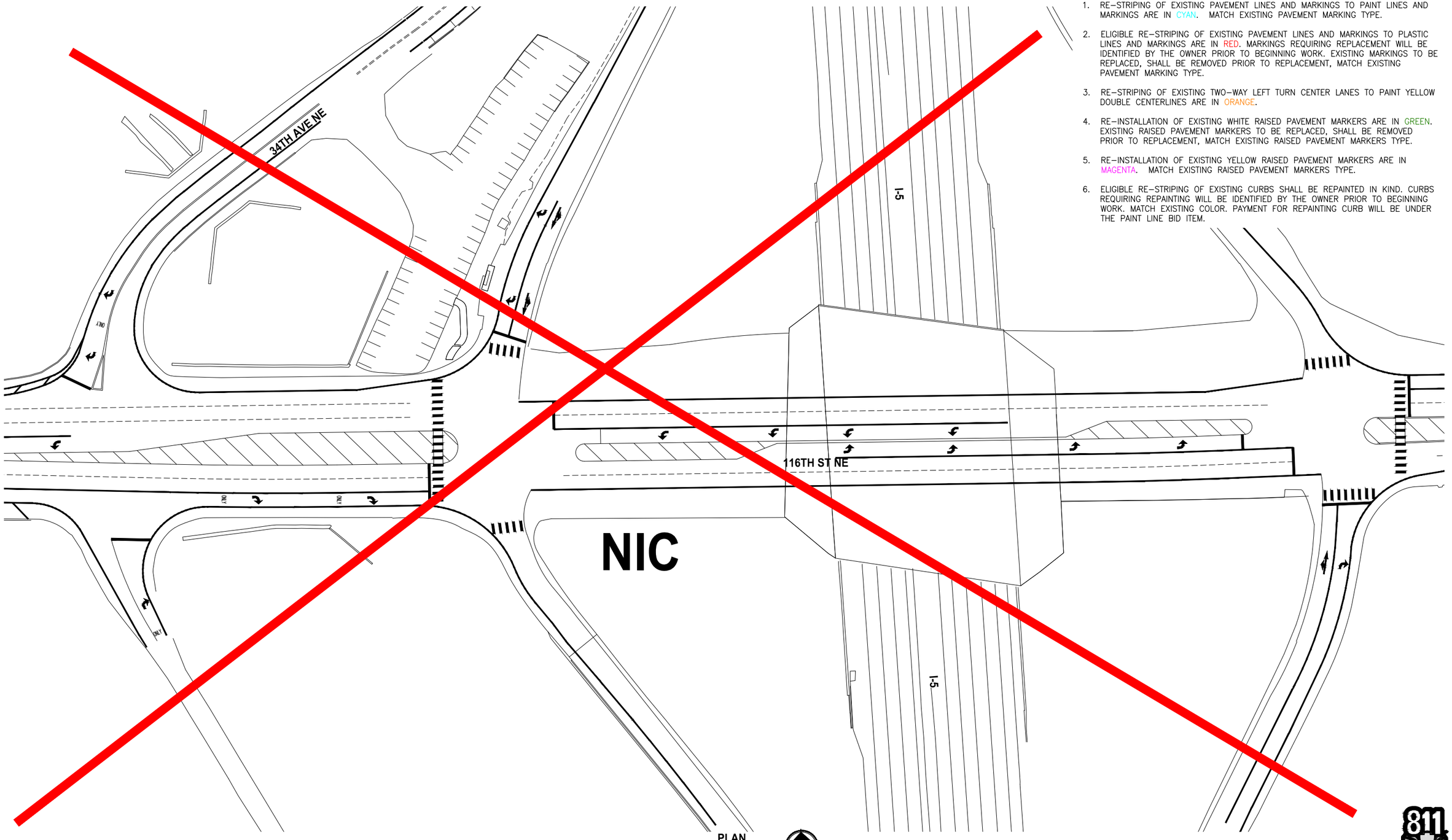
TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO.
10 OF 13

PM9

PATH: U:\PSO\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\
LAYOUT: PM9
PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 11:16:48 AM



NOTES:

1. RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PAINT LINES AND MARKINGS ARE IN CYAN. MATCH EXISTING PAVEMENT MARKING TYPE.
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PLAN
SCALE IN FEET
0 40 80

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	REVISIONS	DATE	BY

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DRAWN B. PURGANAN
CHECKED A. FISHER
APPROVED H. LONGFELLOW

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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
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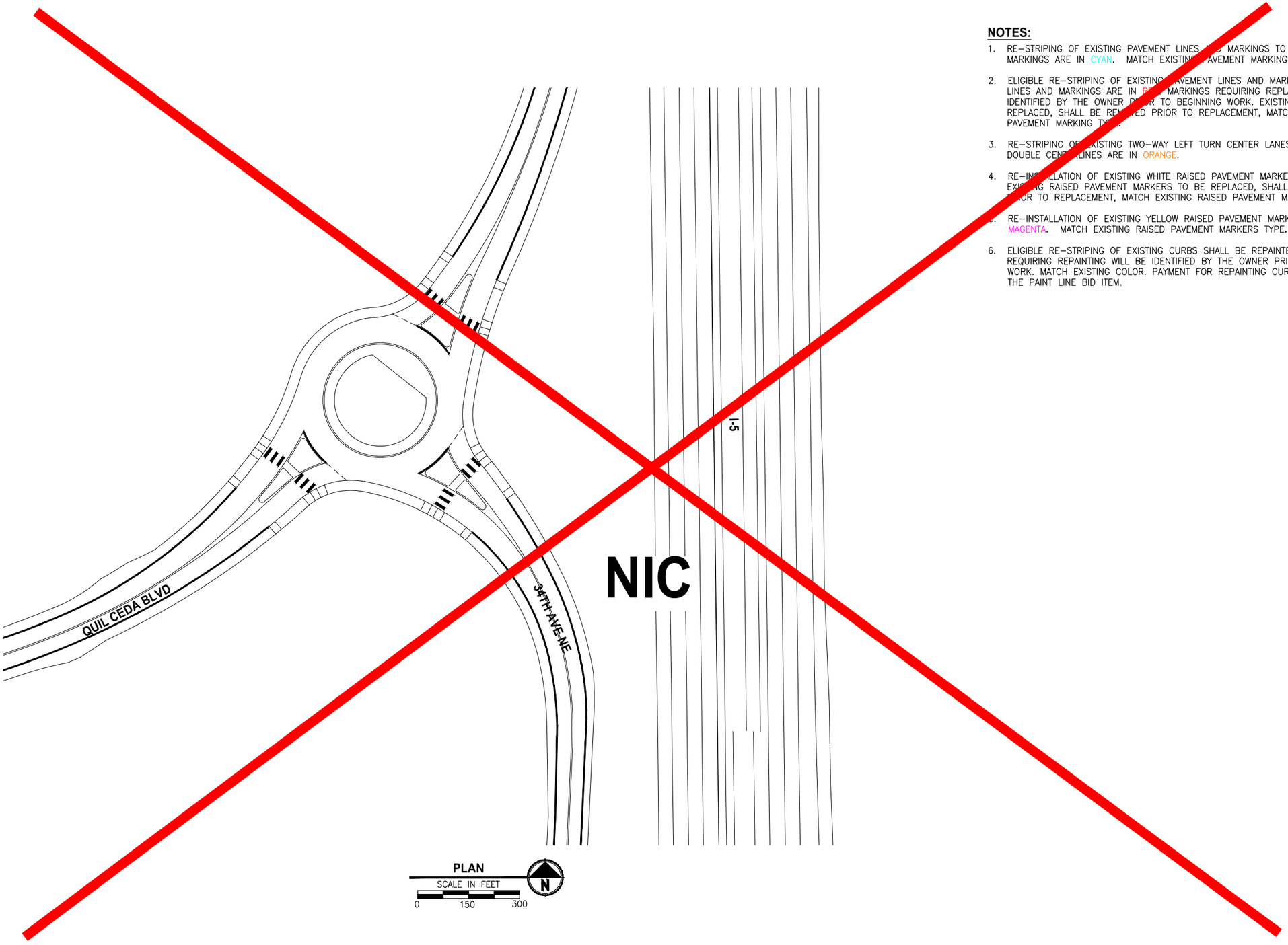
TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 11 OF 13

PM10

LAYOUT: PM10 PATH: U:\PSO\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\ PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 11:16:58 AM



PLAN
SCALE IN FEET
0 150 300

NOTES:

1. RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PAINT LINES AND MARKINGS ARE IN CYAN. MATCH EXISTING PAVEMENT MARKING TYPE.
2. ELIGIBLE RE-STRIPING OF EXISTING PAVEMENT LINES AND MARKINGS TO PLASTIC LINES AND MARKINGS ARE IN BLUE. MARKINGS REQUIRING REPLACEMENT WILL BE IDENTIFIED BY THE OWNER PRIOR TO BEGINNING WORK. EXISTING MARKINGS TO BE REPLACED, SHALL BE REMOVED PRIOR TO REPLACEMENT, MATCH EXISTING PAVEMENT MARKING TYPE.
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DRAWN B. PURGANAN
CHECKED A. FISHER
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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 12 OF 13

PM11

PATH: U:\PS0\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\
PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 11:17:08 AM
LAYOUT: PM11

1. The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2018 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.

2. Also incorporated into the Contract Documents by reference are:

   a. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any

   b. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

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

3. This project is located on the Tulalip Indian Reservation. It is the Contractor's responsibility to comply with all applicable Tribal laws, codes, ordinances, and regulations. This contract is subject to the minimum wage requirements of the Tulalip Tribal Employment Rights Office.

4. The Contractor shall be responsible for all survey related work that is necessary for establishing the locations of existing traffic markings that will be replaced. The owner will not provide any survey information for this project. The Contractor shall document the existing traffic markings for their use in spotting/locating new traffic markings to ensure that the markings are restored in the locations as they are today unless otherwise shown in the Contract Plans or as directed by the Owner. No payment will be made for survey related work and any cost associated shall be included in the other bid items included in the proposal.

5. 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 (WA 458_20–192). 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 Tulalip Tribes.

6. The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements. During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location. During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway. The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above. Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval. Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

Lane closures are subject to the following restrictions:

Permitted work hours shall be 10 p.m. to 6 a.m., Sunday to Thursday, unless otherwise approved by the Owner.

During nonworking hours, the Contractor shall maintain all lanes open to traffic.

During permitted working hours, the Contractor shall maintain all lanes of traffic; EXCEPT turning lanes in accordance with an approved temporary traffic control plan. Detour routes may be required.

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

No lane closures will be allowed on a holiday or holiday weekend (including Columbus Day), or after 12:00 p.m. (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday, or Monday are considered a holiday weekend.

Complete closure of the roadway shall not be permitted.

7. Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8–hour period between 10:00 p.m. and 6:00 a.m., Sunday through Thursday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference. All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances). If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ***3 working days*** prior to the day(s) the Contractor is requesting to change the hours.

8. This project shall be physically completed within *** 20 *** working days. Contract time shall begin on the first working day following the Notice to Proceed Date. Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4–10 schedule) and the fifth day of the week in which a 4–10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

9. Raised Pavement Markers will be measured and paid by the hundred regardless of type or whether they are mounted on the surface or recessed.

10. Plastic Traffic Markings will be made per each plastic marking that is installed regardless of the type of marking. Plastic traffic letters shall be considered one (1) Plastic Traffic Marking. Plastic traffic symbols shall be considered one (1) Plastic Traffic Marking for the complete symbol.

11. The lump sum bid price in the Proposal for "Removing Pavement Markings and RPMs" will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to completely remove plastic traffic markings and RPMs as necessary to reinstall new plastic traffic markings and RPMs. No additional payment will be made for preparation of the paved surfaces as necessary prior to installing new pavement markings.

LAYOUT: NOTES PATH: U:\PSO\Projects\Clients\1598-TulalipTribes\554-1598-108 Q Roadway Work Orders\99Svcs\CADD\Phase 19\Task 01\DWG\ PLOTTED BY: forzader DATE: Wednesday, September 4, 2019 11:17:12 AM

	REVISIONS	DATE	BY

DESIGNED J. JUN
DRAWN J. JUN
CHECKED A. FISHER
APPROVED H. LONGFELLOW

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PROJECT NAME
PAVEMENT MARKING MAINTENANCE 2019
THE TULALIP TRIBES

TULALIP, WASHINGTON

PAVEMENT MARKING PLAN

DRAWING NO. 13 OF 13

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