



Traditional Biologics Company

Project #: TTFC-CP-22-001-REBID

Remedy Tulalip Exterior Lighting Project

Re-Bid Issuance: April 15, 2022

Submission Deadline: May 16, 2022

01 – Notice to Bidders

02 - Request for Proposal

03 - Confidentiality Agreement

04 – Bid Proposals

05 – TERO FAQ

06 – TERO Compliance Plan

07 – Contract Form

**08 – Interim Waiver & Release
of Claims**

**09 – Final Waiver & Release of
Claims**

NOTICE TO BIDDERS

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

Project # TTFC-CP-21-001
Remedy Tulalip Exterior Lighting Project
9226 34TH AVE NE
Tulalip, Washington 98271-8088
(360) 716-3200

The Construction Manager for the Project is:

Jennifer Ashman
9226 34TH AVE NE
Tulalip, Washington 98271-8088
Attn. Lukas Reyes Sr
Telephone: (360) 716-5022
E-mail: lreyes@tulaliptribes-nsn.gov

Work under this Bid Package consists of the Work as shown and indicated on ATTACHMENT – A “SCOPE OF WORK.” The work is not restricted by division of drawing(s) or specification(s). Unless otherwise specifically noted, all Work to be performed shall consist of all required licenses, labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes, and all other associated provisions necessary to provide and install the complete scope of work of the Prime Contract in its entirety in strict accordance with the Contract Documents.

The project is located on the Tulalip Reservation within the boundaries. Completion time is limited to **sixty (60) working days** upon commencement date of the Notice to Proceed.

Any Proposed Equal for a Standard shall be submitted to the Architect no later than ten (10) days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

Bidders or persons and entities submitting bid proposals shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified Tulalip Tribal Member NOAB with their Bid. Lower-tiered contractors and or material suppliers are encouraged to submit their bid quotations to certified Tulalip Tribal Member NAOB.

Native American Preference related to contracting, subcontracting and suppliers in this project is required and must meet The Tulalip TERO Code, Chapter 9.05 which provides Indian preference in contracting goods and services. The Tulalip Tribes' Board of Directors has the authority to require those employers subject to TERO Code Chapter 9.05 and applicable federal laws and regulations to give preference to Indians in hiring, promotions, training, and all other aspects of employment opportunities. Bidders shall comply with this Code rules, regulations, and orders of the TERO Commission. For more information, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360) 716-4747. The Tulalip TERO Code Chapter 9.05 is available for review at <https://www.tulaliptero.com/>.

Sealed bids will be received for the Tulalip Biologics Company: **TTFC-CP-22-001-REBID Remedy Tulalip Exterior Lighting** until **May 16, 2022**, at **2:00 P.M.** local time, at which time all bids will be opened and read. All required bid documentation shall be submitted to the front reception at the **Quil Ceda Village Administration office located at: 8802 27th Ave NE, Tulalip WA 98271-8063** by the scheduled bid date and times, ORAL, TELEPHONIC, FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

A Non-Mandatory Pre-Bid Meeting will be hold on **April 25, 2022**, at **10:00 AM**; at the following location:

**Remedy Tulalip
9226 34TH AVE NE
Tulalip, Washington 98271-8088**

All bidders are encouraged to attend the Pre-Bid Meeting and to visit the project site to acquaint themselves with the local conditions under which the work will be performed and to correlate personal observations with the requirements of the Contract Documents. If requested by those Bidders attending the Pre-Bid Meeting, a site visit will be conducted immediately after the pre-bid meeting.

All Pre-Bid Questions and clarifications should be made in writing to the Construction Manager no later than seven (7) calendar days prior to bid opening. Any and all such clarifications and any supplemental instructions will be in the form of a written addenda, if issued or responded to. Be sure to include in the address of the correspondence the words "PRE-BID QUESTION."

On the Internet – Free of Charge:

Plans, specifications, addenda, bidder 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 Venders by going to: <https://www.quilcedavillage.org/Government/Departments/ProjectManagement/CurrentProjects>. 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.

Additionally, for review at the following location during normal business hours:

Quil Ceda Village,
8802 27TH AVE NE,
Tulalip, WA 98271-9694
Office (360) 716-5024
Fax (360) 716-0165

RFP Schedule

Original RFP Issuance Date	N/A
1st RE-BID Issuance Date:	April 15, 2022
Non-Mandatory Pre-Bid Meeting Date/Time:	April 25, 2022 @ 10:00 AM
Pre-Bid Questions Due by:	May 02, 2022
Question Response by	May 06, 2022
Bid Proposal Submission Deadline	May 16, 2022 @ 2:00 P.M.
Selection Period	Week of 23 rd of May, 2022

Attachments:

A – Request for Proposal

REQUEST FOR PROPOSAL

Remedy Tulalip Exterior Lighting TTFC-CP-22-0001-REBID April 15, 2022

1.0 - INTRODUCTION

The Tulalip Biologics Company (the "Company") are soliciting Electrical Business to submit a Bid Proposal for Remedy Tulalip Exterior Lighting Project Number TTFC-CP-22-001-REBID.

The contractor will be liable to provide (not limited to):

Contractor will be responsible to provide all tools, equipment, and expertise to install 500 +/- Linear Feet of commercial grade exterior Green LED rope lights to be fastened on the Gables, Eaves, and Ridges throughout the exterior building, using commercial grade non-corrosive fasteners. Contractor will field verify exact linear feet.

All submissions will be required to include evidence of experience in projects of similar scale and complexity along with bonding capability in excess of the estimated cost of construction.

Native American Preference related to contracting, subcontracting and suppliers in the project is required. Proposers shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides NAOB preference in contracting goods and services. Additionally, The Tulalip Tribes' Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring, promotions, training, and all other aspects of employment. Bidders shall comply with The Tulalip Code and the rules, regulations, and orders of the TERO Commission.

For more information about the [Tulalip Code](#), Chapter 9.05 – TERO Code, contact The Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 7160249. The Tulalip TERO Code is available for review on the Tulalip TERO website: www.tulaliptero.com.

2.0 – SUBMITTALS DEADLINE

Two (2) bound copies in a sealed envelope. Submission containing the information and documentation requested in this RFP and the Instruction to Bidders must be received at the Quil Ceda Village Administration office no later than 2:00 P.M. on May 16, 2022 Submittals sent by mail or courier shall be sent to the address below. Faxed or e-mailed submittals will not be accepted.

Owners Representative:

**ATTN: Brent Cleveland
Quil Ceda Village
8802 27th Ave NE
Tulalip, WA 98271-8063**

3.0 – NON-MANDATORY INFORMATION MEETING

Location:
Remedy Tulalip
9226 34TH AVE NE
Tulalip, WA 98271-8088

Date:
April 25, 2022
Time:
10:00 am

The purpose of the pre-bid meeting is to address any questions regarding the remodeling project.

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

4.0 PROJECT INFORMATION

Project Description

Contractor will be responsible to provide all tools, equipment, and expertise to install an estimated 500 +/- linear feet of commercial grade exterior Green LED rope lights to be fastened on the gables, eaves, and ridges throughout the exterior building, using commercial grade non-corrosive fasteners. Contractor will field verify exact linear feet.

5.0 SCOPE OF SERVICES

This Request for Proposal is for a Remodeling construction project contract. The following outline of services to be provided is not a complete listing of services. The Contractor selected shall be responsible for providing all necessary equipment, tool and project scope experience. During preconstruction the Contractor shall actively participate as a member of the project team with the Owners representative.

The Contractor will work collaboratively and proactively with the Owner to proceed with scheduling, of the Work in a manner which supports the Owner's efforts to keep costs within the Owner's budget. The contractor shall provide services, including but not limited to:

- A.** The Work of this Bid Package consist of the Work as described. The Work is not restricted by diction of drawing(s) or specification(s). Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, applicable taxes, and all other associated provisions necessary to provide and install the complete scope of work of the Prime Contract in its entirety in strict accordance with the Contract documents.
- B.** Contractor will Install Commercial Grade Exterior Green LED Rope lights estimated 500 +/- linear feet throughout the Exterior Eaves, Gables and Ridges of the Perimeter of the existing Building.
- C.** Contractor will fasten LED rope lights using a Commercial Grade Electric Rope fasteners in a fashion to prevent sagging and weather damage per the manufactures recommendations.
- D.** Contractor will install all electrical conduits, outlets and breakers per any and all laws or codes. All new equipment will meet all laws and codes for exterior applications.

- E.** Contractor will properly label any new breakers installed as “Exterior LED Lights”
- F.** Contractor will be responsible for all permits and license.
- G.** Contractor will provide an As Build of the new equipment.
- H.** Contractor will provide shop drawings for all new equipment.
- I.** Each Contractor shall supervise his Work, using his best skills and attention. Contractor shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and or coordinating all portions of their Work.
- J.** The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). A citation of this code can be viewed at the Washington State Department of Revenue’s “Doing Business with Indians” website at the following address <https://dor.wa.gov/taxes-rates/retail-sales-tax/doing-business-indian-country>. This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the Work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Construction Manager.
- K.** All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to their employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Construction Manager accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor’s employees. Any safety equipment needed on the job, including but not limited to PPE, shall be furnished by each contractor for its employees.
- L.** 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.
- M.** All contractors shall follow OSHA requirements AS A MINIMUM, including WEARING OF HARDHATS AT ALL TIMES while on the Project site. As a minimum, all personnel shall wear a sleeved shirt, long pants, work boots, and a hardhat at all times inside the construction limits. This specifically includes delivery drivers and supplier unloading personnel.
- N.** Horseplay and other unsafe conduct is strictly prohibited.
- O.** Each Contractor shall supervise his Work, using his best skills and attention. Contractor shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and or coordinating all portions of their Work.

- P.** Alcoholic beverages, non-prescription (illegal) drugs, firearms, fireworks, explosives, or weapons are not allowed on Project property.
- Q.** No workers are to smoke in the building or within the confines of the site during any phase of construction. This policy also applies to all smokeless tobacco products.
- R.** Theft, abuse, or destruction of property, tools, equipment or materials will not be tolerated.
- S.** Contractors and all of their employees, including those of subcontractors and suppliers, shall abide by any and all rules the Construction Manager or the Owner may have in effect or hereinafter put into effect at the site of the Work including those pertaining to worker and Owner personnel safety, use of cameras, and security procedures or requirements. Contractor shall remove from the Project site any employee violating these rules at the request of the Owner or Construction Manager.
- T.** Each Contractor shall be responsible for the protection and security of their equipment, tools, materials, and finished work until Contract Completion is achieved. Damage to or theft of any tools, equipment, or materials, whether incorporated into the work or not, prior to Contract Completion, shall be repaired and or replaced at Contractor's expense. Contractors shall provide protection and security of all Work at all times. Notify Construction Manager immediately of any damage or theft incidents.
- U.** DAILY CLEANUP of each Contractor's trash & debris is mandatory for this Project and is included in the Contract. Contractor shall remove all debris created by the performance of their Work from the Project site.
- V.** Prime Contractor shall be responsible to repair to like "new" conditions any and all existing finishes that are damaged as a result of work performed as a part of this Bid Package.

6.0 SELECTION AND AWARD PROCESS

The intent of this RFP is to solicit interest from the Tulalip contracting community for the construction services for Remedy Tulalip at 9226 34TH AVE NE, Tulalip, WA 98271-8088. Selection will be made based upon the evaluation of the contractor's or team's capability and cost of the project.

The process for selection of the Contractor, commencing Preconstruction Services, and negotiating the Guaranteed Maximum Price Contract ("Contract") is anticipated to be as follows:

1. The Tulalip Contractors submitting a proposal will be scored and ranked on the basis of the evaluation criteria set forth in this RFP.
2. The Tulalip Tribes reserves the right to check references of the Contractor(s) at any time during the selection process. Should the information obtained during the reference checks cause concern regarding the firm's past performance or their ability to successfully perform the contracts to be executed based on the requirements of this RFP, the Tulalip Tribes has the sole discretion to determine a Contractor is not qualified for the Project. References can include The Tulalip Tribes, provided the Contractor has performed past project with the Tulalip Tribes, and others whether specifically listed by the proposing firm or not.

7.0 SUBMISSION FORMAT

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

SUBMISSION REQUIREMENTS

1. TERO Certification: Native American Owned Businesses (NAOBs) submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified NAOB or Tulalip Tribal Member NAOB with their Submission in order to obtain the preferences provided for in this RFP.
2. Proof of Bond and insurance
3. Tulalip Tribes Business License
4. Washington State Contractors Licenses
5. Bid Form (Provided)
6. Confidentiality Agreement

8.0 FINAL SELECTION

The Tulalip Tribes of Washington intend to select the Contractor that meets the criteria set above from the Submission of this RFP. Final selection shall be at the sole discretion of the Quil Ceda Village Project Management team.

9.0 PRECONSTRUCTION PHASE WORK PLAN

Within seven (7) days of notification of its selection, the Contractor will be required to submit a Preconstruction Phase Work Plan for Work during preconstruction.

If the Preconstruction Phase Work Plan is not satisfactory the Owner will advise the Contractor of the shortcomings in the Preconstruction Phase Work Plan. The Contractor will not be entitled to any compensation under this paragraph until a Preconstruction Phase Work Plan, satisfactory to the Owner, is provided and an Agreement for Preconstruction Work is executed. Failure to submit a Preconstruction Phase Work Plan within fourteen (14) calendar days of the Contractor selection, that is acceptable to and approved by the Owner, may result in the Owner canceling the Contractor selection. The Owner may then, at its discretion, begin discussions with the next highest Contractor.

10.0 RIGHT OF REJECTION

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

11.0 PROPRIETARY MATERIAL

Any documents, drawings, or reports resulting from the contract will be the property of the Tulalip Tribes of Washington.

12.0 LICENSING REQUIREMENTS

All individuals, businesses, entities, and organizations engaged in business activities on the Tulalip Indian Reservation shall obtain a Tulalip Tribal Business License. This applies to all contractors, subcontractors, materialmen, suppliers, and consultants, regardless of tier or location, working on the project.

Contractor shall be licensed by the State of Washington.

Note: Any professional or business licenses required will be the sole cost and responsibility of the Contractor.

13.0 SUBMISSION DEVELOPMENT COST

The cost of preparing and submitting a Submission is the sole responsibility of the proponent and shall not be chargeable in any manner to the Tribes.

14.0 SCHEDULE

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

Original RFP Issuance Date	N/A
1st RE-BID Issuance Date:	April 15, 2022
Non-Mandatory Pre-Bid Meeting Date/Time:	April 25, 2022 @ 10:00 AM
Pre-Bid Questions Due by:	May 02, 2022
Question Response by	May 06, 2022
Bid Proposal Submission Deadline	May 16, 2022 @ 2:00 P.M.
Selection Period	Week of 23 rd of May, 2022

Questions may be delivered by electronic mail. All requests for interpretation shall be brought to the attention of the Construction Manager in writing no later than Question Due date, indicated above.

Questions should be addressed to:

Brent Cleveland
QCV Project Coordinator
8802 27th Ave NE
Tulalip, WA 98271
Email: BCleveland@tulaliptribes-nsn.gov

CONFIDENTIALITY AGREEMENT

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

I / we, the undersigned, have been provided certain confidential and proprietary information (“*Confidential Information*”) regarding the Traditional Biologics Company for the Project identified as **Remedy Tulalip Exterior Project TTFC-CP-22-001-REBID**. “*Confidential Information*” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

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

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

Agreed to and accepted:

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

DATE: _____

BID PROPOSAL FORM

Project Name: Remedy Tulalip Exterior Lighting Date of Bid: _____

Location of Project: 9226 34TH AVE NE, Tulalip, WA 98271-8088

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

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

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

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

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

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

BASE BID PACKAGE For: TTFC-CP-22-001-REBID Remedy Exterior Lighting

BASE BID AMOUNT

Written Base Bid Amount: _____

Numerical Base Bid Amount: \$ _____

Should the Contractor fail to comply to the fullest extent possible with provisions for employment and or contracting as defined in TERO Code 9.05. 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 Traditional Biologics Company or the Project for any additional compensation and or consideration.

BIDDER'S CERTIFICATION

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

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

8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's 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.

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

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

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDERS NAMES

(PRINT):

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One) Corporation Partnership Sole Proprietorship Limited Liability Corporation

Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

Bid Proposal Form

TERO Certification

(NAOB)

Bond & Insurance

Tulalip Tribes Business License

Confidentiality Agreement

Washington State Contractors License

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 (48.05478169899466, -122.25855222241384)
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 (TERO) 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 to:

- 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. 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](#). ([FAQs](#) and [Statues](#))
- 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 Ordinance during all phases of the project.

NATIVE AMERICAN OWNED BUSINESS (NAOB) 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, regular 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. A maximum of twenty-five percent (25%) of the work force may be considered key. A key employee has been on the employers' or contractors' annual payroll for a period of one year continuously in a supervisory capacity, or is an owner of the firm. An employee who is hired on a project-by-project basis shall not be considered a key employee.

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 (78) seventy-eight 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: While working on, or near the Tulalip Reservation contractors and employers must give preference to qualified, native applicants for all employment positions. 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 applicable Federal Law, the above order of preference set out in subsection 4.2, shall not apply. In such cases preference shall be given in the following enumerated order:

1. Indians who are local residents.
2. Other Indians.

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 ACCOMODATIONS:

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.

LAY-OFFS:

Requirement: In all lay-offs and reductions in force, no preferred employee shall be terminated if a non-preferred employee worker in the same job qualifications is still employed. If an employer lays-off workers by crews, all qualified Native workers shall be transferred to a crew to be retained.

DISCIPLINARY ACTIONS & TERMINATIONS:

Requirement: Prior to the discipline or termination of any TERO Employee the contractor or employer shall notify a TERO Compliance Officer. The Compliance Officer will then request verification that:

1. The TERO Employee has received one or more warnings;
2. The TERO Employee has been counseled regarding the areas in which they deficient; and
3. The TERO Employee has been given an opportunity to improve their performance

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.



CONTRACTOR COMPLIANCE PLAN

6406 Marine Dr. Tulalip, WA 98271 (P) 360-716-4747 (F) 360-716-0296 www.tulaliptero.com

PROJECT: _____

PROJECT LOCATION: _____

CONTRACTING AGENCY: _____ **CONTACT NAME/PHONE:** () - _____

COMPANY: _____ **UNION** **PHONE:** () - _____

GENERAL -OR- **SUB-CONTRACTOR FOR:** _____

OWNER(S): _____

CONTACT PERSON(S): _____ **PHONE:** () - _____

CONTACT PERSON(S): _____ **PHONE:** () - _____

ADDRESS: _____

CITY/STATE: _____ / _____ **ZIP:** _____

E-MAIL: _____ **FAX:** () - _____

SCOPE OF WORK:

START DATE: / / **COMPLETION DATE:** / /

PROJECT COST: \$ _____ **TERO FEE:** \$ _____

PARTY RESPONSIBLE FOR PAYMENT: _____

TERO FEE: The Owner/General Contractor is responsible to pay a TERO fee at 1.75% on the total aggregate cost of all construction over \$10,000. TERO needs to be notified of any project increase or decrease to adjust the TERO fee accordingly.



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SCOPE OF WORK:

START DATE: / / **COMPLETION DATE:** / /

PROJECT COST: \$ _____ **TERO FEE:** \$ _____

PARTY RESPONSIBLE FOR PAYMENT: _____

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TULALIP TRIBAL FEDERAL CORPORATION CONTRACT AGREEMENT

FOR REMEDY TULALIP EXTERIOR LIGHTING

TRADITIONAL BIOLOGIC COMPANY PROJECT No. TTFC-CP-22-001-REBID

This agreement (the “Agreement”) entered into this { TBD } day of May, 2022, between the Traditional Biologics Company (the “Company”) located at 8802 27th Avenue NE, Tulalip, WA 98271-8063 and { Contractor name and address } (the “Contractor”). The Company is an entity wholly owned by the Tulalip Tribal Federal Corporation, a federal corporation chartered under Section 17 of the Indian Reorganization Act, as amended.

WITNESSETH, that the Contractor and the Company 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 Exhibit A (Bid Proposal). Contractor shall perform the following described work in accordance with this Agreement and Exhibit A (Bid Proposal), incorporated as Traditional Biologics Company project # **TTFC-CP-22-001-REBID Remedy Tulalip Exterior Lighting**.

The Contractor will be liable to provide but not limited to: all work to be performed shall consist of labor, material, equipment, supervision, contractors licenses, any and all specialty licenses, insurance, bond, applicable permits, and all other associated provisions necessary to provide and install in its entirety as described in Exhibit A (Bid Proposal).

The project is located on the Tulalip Tribes Reservation.

SECTION TWO: CONTRACT PRICE

The Tulalip Tribes agrees to pay Contractor for the Work described a total contract price of \$_____ (the “Contract Price”). Payment of this amount is subject to additions or deductions in accordance with the bid unit price amounts listed in EXHIBIT A (Bid Proposal) provisions of this Agreement and of any other documents to which this Agreement is subject. Contractor shall be entitled to full payment when contract work is completed and approved by the Company. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract.

SECTION THREE: PAYMENTS

The Company shall make payment for a portion of the work to the Contractor no later than thirty (30) days after the Company accounting department begins processing Contractor's invoice for that work. Such processing shall begin after Contractor presents the invoices and deliverables to the Company's Contract Officer and Construction Director and the Contract Officer and Construction Director submits written approval to the accounting department for payment based on an inspection of the work. Payment by the Company does not constitute a waiver of any claims by the Company against Contractor concerning or arising out of this agreement. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

Contractor agrees to maintain for inspection by the Company for three (3) years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

In the event payment for work performed under this agreement is made from federal or state funds, Contractor shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the Contractor are subject to the limitations on and availability of such funds to the Company.

Contractor shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in SECTION TWO: CONTRACT PRICE of this Agreement.

SECTION FOUR: STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this agreement unless a different date is made for the date to be fixed in a Notice to Proceed issued by the Company. This agreement shall become effective upon its signing by the Company's designated Representatives, Contract Officer, and Contractor.

The contract time (the "Contract Time") shall be measured from the date of commencement.

The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before **sixty (60) working days** from the date of the Notice to Proceed, unless the Contractor timely requests and the Company grants an extension of time in accordance with the Contract Documents.

It is understood and agreed that all Work shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date(s), unless the Contractor timely requests and the Company grants an extension of time in accordance with the Contract Documents.

SECTION FIVE: LIQUIDATED DAMAGES

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Company shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the **2021 WSDOT Standard Specifications** and the Special Provisions for each and every day or portion of a day thereafter until Contract Completion, unless the Contractor timely requests and the Company grants an extension of time in accordance with the Contract Documents.

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Company because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Company would sustain.

SECTION SIX: CONTRACT DOCUMENTS

The contract documents includes the following, which are incorporated by reference as if fully set forth herein (not in order of precedence), on which the agreement between the Company and Contractor is based, in accordance with which the work is to be done, are as follows:

This agreement, together with such supplementary agreements and conditions as are attached hereto;

- a. Exhibit A – Bid Proposal (Form of Bid);
- b. Exhibit B – Request for Proposal (Scope of Work)
- c. Tulalip TERO Code, Chapter 9.05

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.

This Agreement, including its referenced appendices, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Company, Tulalip Tribal Federal Corporation, or Tulalip Tribes of Washington sovereign immunity. This Agreement shall not be valid unless each and every signature designated below is affixed.

SECTION SEVEN: AUTHORITY OF THE COMPANY'S REPRESENTATIVE(S)

The Company's representative designated as the Contract Officer and Construction Director authorized to administer and implement the terms and conditions of this agreement is,

Jennifer Ashman
Remedy Tulalip
9226 34TH AVE NE
Tulalip, WA 98271-8088

The Company's representative designated as Inspector authorized to inspect Contract performance in detail is **Lukas Reyes**, Quil Ceda Village Project Manager.

The Company's authorized representatives shall be allowed to observe any work done by the Contractor which is covered by this Agreement.

SECTION EIGHT: RESPONSIBILITIES OF CONTRACTOR

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

- a.** Responsibility for and supervision of work. 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 and installation in accordance with the 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 he is bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract.
- b.** Discipline and employment. Contractor shall maintain at all times strict discipline among his 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 was employed.
- c.** 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 work on the project in accordance with the Contract Documents.
- d.** Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract Documents.

e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore. The Company shall be the responsible part for TERO fees in relation to TERO CODE 9.05.

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](#)). Portions of this project are 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. [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. In the case of retail service that is performed on and off Indian country, only the portion of the contract that relates to work done in Indian country is excluded from tax. The work done for a tribe or Indian outside of Indian country, for example a road work that extends outside of Indian country, is subject to retail sales tax.

f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the Company, through the Construction Director, promptly on discovery of such variance.

g. Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.

h. Warranty of fitness of equipment and materials. Contractor represents and warrants to the Company 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 in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.

i. Cleaning 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.

j. Furnishing of design and engineering plans. Upon request Contractor shall furnish the Company or the Contract Officer and/or Construction Director all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.

k. 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 on termination of the project, together with all his tools, equipment and machinery.

l. Indemnity and hold harmless agreement. Contractor agrees to indemnify and hold harmless the Company, its employees, and their agents from and against all claims, damages, losses, and expenses including reasonable attorney fees in case it shall be necessary for the Company to commence or defend any action arising out of or associated in any way with performance of the work herein, which is:

- 1.** For bodily injury, illness or death, property damage including loss of use, or other damage, and
- 2.** Caused in whole or part by Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts Contractor or subcontractor may be liable.

m. Contractor shall defend, indemnify and hold harmless the Company, its employees, and their agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this agreement. Contractor shall reimburse the Company for all costs reasonably incurred to defend the Company against such claims through attorneys of the Company's choice.

n. Contractor shall promptly notify the Company, through the Contract Officer and/or Construction Director, of any litigation arising from or affecting its operations under this agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign its rights under this agreement without first obtaining the Company's written approval.

o. Payment of royalties and license fees; hold harmless agreements. 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 the Company harmless therefrom.

p. The Contractor will be required as part of this contract to provide weekly 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 this project and provide a signed approved copy of their Compliance Plan to the Contract Officer and/or Construction Director.

q. [Archaeological and Historical Objects](#). Archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Contract Officer and/or Construction Director of any such finds. The Contract Officer and/or Construction Director will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Company's representative determines that the object(s) are to be surveyed, the Company's representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.

r. Excess material. All excess material shall become the property of the Company.

s. The Contractor shall, whether or not federal or state funds are involved, without additional expense to the Tulalip Tribes, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this agreement. Contractor shall file all required returns and notices.

t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold the agents and its employees of the Company (and Tulalip Tribes) harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her employees, agents, subcontractors or assigns to comply with any applicable law.

u. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment “upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, Contractor shall provide preference in employment and subcontracting in accordance with The Tulalip Code, Chapter 9.05 – TERO Code as it now exists or may be hereafter amended.

SECTION NINE: 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 change order from the Company, through the Contract Officer and/or Construction Director, for such reasonable time as the Company may determine when in their opinion Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor’s control or which justify delay. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes made in the time of performance directly attributable to the Force Majeure Event, as defined below, provided it makes a notice of claim in accordance with this Section. However, Contractor shall not be entitled to any adjustment in the Contract Price resulting from a Force Majeure Event.

As used herein, a “Force Majeure Event” is an event, circumstance or condition that was unforeseeable and beyond the control of either party or their respective contractors, subcontractors, or suppliers at any tier below them. Force Majeure Events include but are not limited to:

- (i) Acts of God or public enemy;
- (ii) Acts or omissions of any government entity;
- (iii) Fire or other casualty for which Contractor or its subcontractors at any tier were not responsible;
- (iv) Quarantine or epidemic;
- (v) Strike or defensive lockout; and
- (vi) Unusually Severe Weather Conditions which could not have been reasonably anticipated.

"Unusually Severe Weather Condition" as used in this Section means weather that is more severe than the adverse weather anticipated for the project site during any given season. Unusually Severe Weather Condition as used in the prior sentence means the atmospheric conditions at the definite time and place, as measured by the National Climatic Data Center station closest to the project site, that are unfavorable to construction activities. Unusually Severe Weather Conditions must actually cause a delay to the completion of the Work and the critical path. The delay must be beyond the control and without the fault or negligence of the Contractor. For any Claims related to an Unusually Severe Weather Condition, the Contractor must comply with and make a notice of claim in accordance with this Section.

Any request by the Contractor for an extension of time shall be made in writing to the Company, through the Contract Officer and/or Construction Director, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Company shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

SECTION TEN: CORRECTING NON-CONFORMING WORK

If a portion of the work is covered contrary to the Contract Officer and/or Construction Director request or to requirements specifically expressed in the Contract documents, it must, if requested in writing by the Contract Officer and/or Construction Director, be uncovered for the Contract Officer and/or Construction Director's and or Architect's 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 Contract Officer and/or Construction Director has not specifically requested to examine prior to its being covered, the Contract Officer and/or Construction Director may request to see such work and it shall be uncovered by the Contractor. If it is determined that such work has been performed in accordance with the Contract documents all costs incurred by Contractor to uncover and replace the work shall, by appropriate change order, be reimbursed by the Company. If such work is found not to be in accordance with the Contract documents, any and all required corrections shall be assigned to the Contractor unless the condition was caused by the Tulalip Tribes or a separate contractor in which event the Company shall be responsible for payment of such costs.

When it appears to any authorized representative of the Tulalip Tribes or Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor 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 Contract completion by the Tulalip Tribes, 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 ELEVEN: CHANGES IN THE WORK

The Company reserves the right to order changes in the work in the nature of additions, deletions or modifications, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract Price and time for completion, if justified. Any such changes will be authorized by a written change order signed by an authorized representative of the Company. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and Contract Price and completion time shall be modified only as out in the written change order. Any adjustment in the Contract Price resulting in a deductive credit or a charge to the Company shall be determined by the mutual agreement of the parties to the Contract.

SECTION TWELVE: TERMINATION

The Company may terminate this agreement on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Company may immediately suspend operations under this agreement by written notice of any breach. Suspension shall continue until the Company's authorized representative certifies in writing that the breach is remedied. If Contractor is still in breach after seven (7) days from the notice of suspension, the Company may, without further notice, terminate all rights of Contractor under this agreement.

Any failure by the Company to suspend or terminate this agreement in case of breach shall not waive Contractor's duty to perform strictly in accordance with this agreement. Failure by Contractor to perform on its part any duty, term or condition herein shall constitute a breach.

Any notice sent under this Section may either be sent by personally giving a copy thereof to Contractor or its agents, employer or contractors or mailing a copy to the address set forth herein.

SECTION THIRTEEN: DISPUTES

Company's Limited Waiver of Sovereign Immunity; Consent to Jurisdiction. By signing this contract, the Company neither waives, limits, nor modifies its sovereign immunity from any lawsuit, except as expressly provided in this Section Thirteen. The Company hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) for arbitration of Claims arising out of or related to this contract, but only pursuant to subsections (b), (c), (d), (e) and (f) below, and to that extent, irrevocably consents to and submits itself to the jurisdiction of the tribal court of The Tulalip Tribes ("Tribal Court") for the purposes of compelling arbitration of a Claim, confirming an arbitration award or collecting sums due and owing pursuant to an otherwise enforcing any award or judgment. This limited waiver and consent are expressly limited to the following limitations and qualifications:

- a. If the parties do not resolve any dispute through direct negotiation, either party shall submit the matter to mediation with a professional mediation service mutually agreed upon by the parties, as a condition precedent to arbitration. Persons with authority to resolve the dispute shall be present at the mediation. If the parties do not otherwise agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall share the mediator's fee, filing fees and associated costs equally.
- b. If, within 30 days of any such submission by either party, the mediation has not resulted in a resolution of the dispute, either party may submit the dispute to binding arbitration in accordance with the [Construction Industry Rules of the American Arbitration Association](#) and the [Federal Arbitration Act](#); provided, however, that the party demanding arbitration shall serve upon the other party, personally or by registered mail, a written notice of intention to arbitrate. Such notice must state in substance that unless within (20) twenty days after its service, the party served therewith shall file a motion to stay the arbitration, such party shall thereafter be barred from putting in issue the existence or validity of the Agreement or the agreement to arbitrate.
 1. The [Construction Industry Rules of the American Arbitration Association, R-51\(c\)](#) shall be amended to read: "parties to these rules will be deemed to have consented that judgment upon the arbitration award may be entered in the Tulalip Tribal Court;"
- c. In the event arbitration to resolve a dispute is necessary, the party seeking arbitration shall send a written notice that shall contain a detailed written statement of the claim and the parties shall meet as soon as practicable but not less than thirty (30) days after receipt of the written notice and attempt to agree on an arbitrator to decide the matter at issue.
- d. Selection of the arbitrators shall be pursuant to the following:
 1. Any such arbitration shall take place before a single arbitrator if the aggregate value of the Claim and any counterclaim is less than \$200,000, exclusive of costs and attorney fees. The parties shall endeavor to mutually agree on the arbitrator. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the State of Washington and shall be experienced in the field of construction. If the parties are unable to agree upon the selection of an arbitrator within twenty (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. For any Claim and counterclaim having an aggregate value of \$200,000 or more, a panel of three (3) arbitrators shall be appointed unless both parties mutually agree to a single arbitrator. Each of the parties shall designate one arbitrator and the third arbitrator, who shall be a lawyer with experience in construction disputes, shall be selected by the arbitrators designated by the parties. If the two selected arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the Chief Judge of the Tulalip Tribal Court.

- e. Following the initiation of arbitration, the parties shall cooperate in the exchange of information relating to the Claim, being guided by the scope of the applicable rules of discovery under the [Federal Rules of Civil Procedure for the Federal District Courts](#) including the local rules adopted by the [Western District of Washington. Discovery](#) shall not include interrogatories or requests for admission. The parties shall freely exchange documents relevant to the Claim and depositions shall be limited to those reasonably necessary for each party to prepare for or defend against the Claim. Disputes regarding discovery shall be resolved by the arbitrator or, where there is an arbitration panel, by the Chair.
- f. Arbitration may include by consolidation, joinder or in any other matter, an additional person or entity who is, or may be involved in, the Claim, including but not limited to the Designer of Record, lower-tiered contractors and/or suppliers, and consultants retained by the Designer of Record or Contractor. In order to effectuate the purposes of this Section Eleven, (f), the Contractor shall incorporate by reference the provisions of this Section Eleven, (f) in each lower-tiered contract.
- g. In the event of arbitration between the parties hereto, declaratory or otherwise relating to the Contract Documents, and notwithstanding any other provisions therein, (1) each party shall bear its own costs and attorneys' fees if the aggregate value of the Claim and any counterclaim is less than \$200,000 and (2) the losing party shall pay all costs and attorneys' fees actually incurred by the substantially prevailing party if the aggregate value of the Claim and any counterclaim is \$200,000 or more. The parties covenant and agree that they intend by clause (2) of the preceding sentence to award the amount of attorney's fees actually incurred by the prevailing party, and that said clause (2) shall constitute an instruction to the Arbitrator that such fees shall be deemed reasonable.
- h. A demand for arbitration shall be made within the time limits specified in this Section Thirteen as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to subsections (h.1), (h.2) and (h.3) below:
 - 1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - 2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Contract Warranty provisions, the date of any correction of the Work or failure to correct the Work by the Contractor under the Contract Corrections of the Work provisions, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the Company, whichever occurs last.
 - i. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
 - j. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the Tribal Court.
 - k. This limited waiver of sovereign immunity is solely for the benefit of the Contractor (and Subcontractors whose claims are sponsored by the Contractor, if any) and surety, and the Company, by granting this limited waiver to the Contractor and surety, does not otherwise waive its sovereign immunity.
 - l. The award rendered by the arbitrator shall be final. Judgment on any arbitration award may be entered in and enforced by the Tribal Court as provided in this section. The Contractor and the Company shall comply with the arbitration award and shall not seek further remedy or appeal.

SECTION FOURTEEN: EMPLOYMENT PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION FIFTEEN: CONTRACTING PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION SIXTEEN: CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Company, WSDOT, 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. Contractor shall provide insurance coverage and limits as indicated in the [Special Provisions, Section 1-07.18 Public Liability and Property Damage Insurance](#)

CONTRACTOR'S WORKER'S COMPENSATION

All employees of Contractor and subcontractor(s) 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 in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Company and shall provide for not less than thirty (30) days prior written notice to the Contacting Agency of cancellation or reduction in coverage.

BUILDER'S RISK

The Company 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 Company 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 Company'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.

SECTION SEVENTEEN: OTHER PROVISIONS

Any and all reports, data, findings or other materials or deliverables under this agreement shall become the property of and remain under the sole proprietorship of the Company. Contractor will keep all information learned under this agreement confidential and will not release any such information, either orally or in writing, to parties other than the Company, its agents, contractors or employees without the express written permission of the Company.

The Company and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this agreement.

Neither the Company nor Contractor shall delegate, assign, sublet or transfer their duties or interest in this agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this agreement.

The negotiation and execution of this agreement shall be deemed by the parties to have occurred within the exterior boundaries of the Tulalip Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Tulalip Tribes of Washington.

The failure of the Company to assert any claim or right at any time under this agreement shall not waive its right to assert any claim or right at a later time.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian Reservation, Washington, on the date first above written.

APPROVED BY THE CONTRACTOR:

(Company Name)

(Print Name & Title)

By: _____
(Authorized Signature)

Date: _____

APPROVED BY THE COMPANY:

COMPANY PRESIDENT

(Print Name & Title)

By: _____
(Authorized Signature)

Date: _____

Contract Officer:

(Print Name & Title)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT – A

(Bid Proposal)

EXHIBIT – B

(Scope of Work)

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON (“OWNER”): _____
_____ (the “Releasing Party”) has furnished labor or services,
or supplied materials or equipment (collectively, the “Work”) for construction on the Remedy Tulalip
Exterior Lighting TTFC-CP-21-001-REBID, located at 9226 34TH AVE NE, Tulalip, WA 98271-8088.

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.

Dated (The Releasing Party)

Printed Name By

Its

[Notary Seal]

Sate of _____ County of _____
Subscribed and Sworn to before me this _____ Day of _____
Notary Public _____
My Commission Expires _____

FINAL WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON (“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 Remedy Tulalip Exterior Lighting TTFC-CP-21-001-REBID, located at 9226 34TH AVE NE, Tulalip, WA 98271-8088.

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 Tulalip Tribes of Washington, 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.

Dated

(The Releasing Party)

Printed Name

By

Its

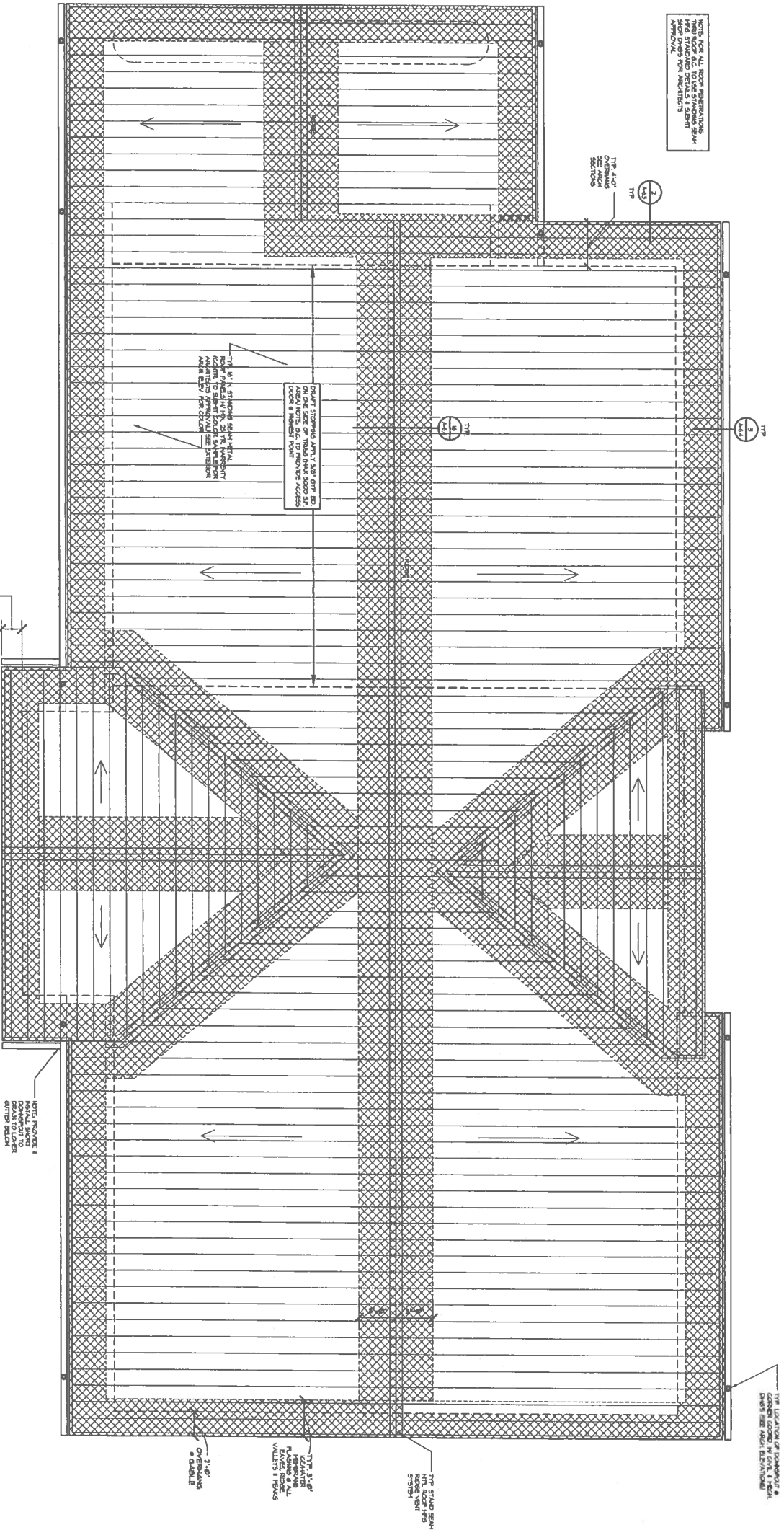
[Notary Seal]

Sate of _____ County of _____

Subscribed and Sworn to before me this _____ Day of _____

Notary Public _____

My Commission Expires _____



NOTE: THIS IS A STANDARD ROOF PLAN AND NOT A FINISH ROOF PLAN. ALL ROOFING, FLASHING AND MEMBRANE SHALL BE AS SHOWN AND SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

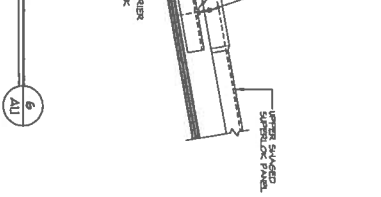
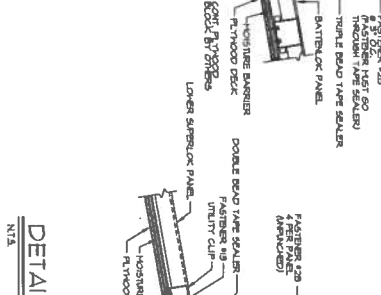
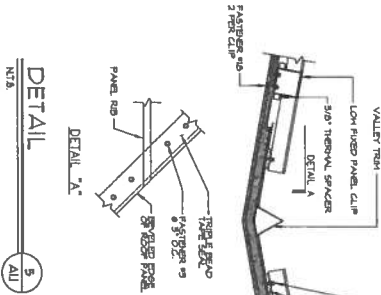
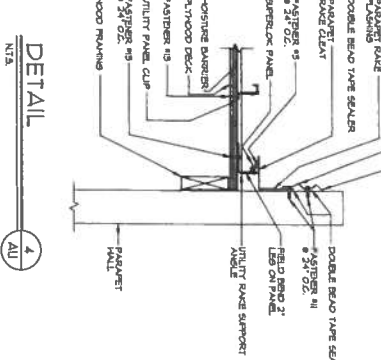
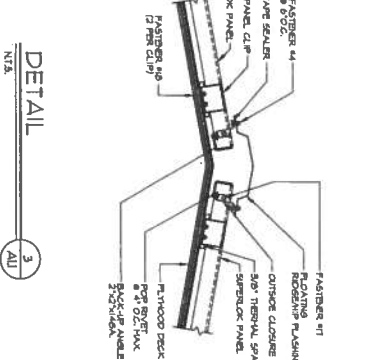
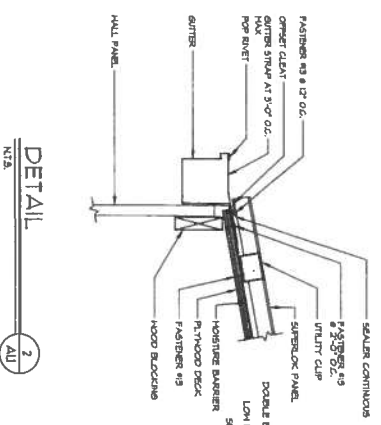
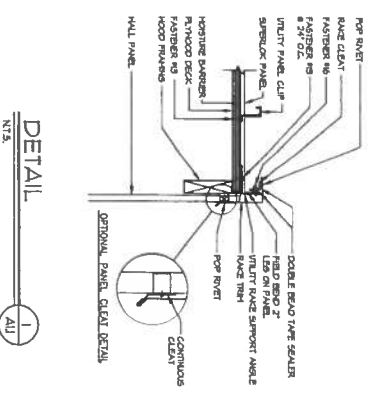
A ROOF PLAN
SCALE: 1/8" = 1'-0"

NOTE: SEE ARCH. DRAWING FOR SEAM DETAILS.

NOTE: SEE ARCH. DRAWING FOR SEAM DETAILS.

TYPICAL STANDING SEAM MANUFACTURERS STANDARD DETAILS

NOTE: SEE ARCHITECTURAL SECTION AND DETAIL FOR FURTHER INFORMATION.



VOCON DESIGN INC.
1544 Lorain Road
Cleveland, OH 44115
216-833-0110

PHINSON BAKER & ASSOCIATES, INC.
1544 Lorain Road
Cleveland, OH 44115
216-833-0110

KeyBank
2025 Ontario Ave, 4th Floor, Cleveland, Ohio 44115

Type II Branch
Proposed New Construction
Tulalip
Old Cedar Blvd. Pad 2
Old Cedar Parkway

REVISIONS:

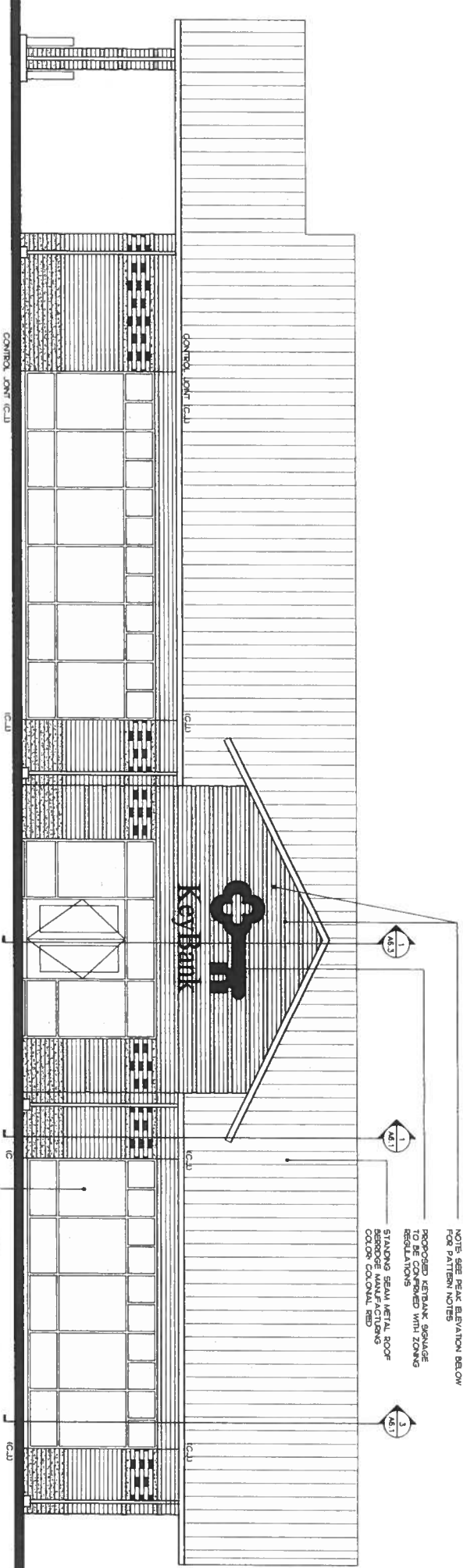
Drawn by: TEW
Checked by:
Job Number: 3069-002
File Name: Construction Documents
Sheet Title: ROOF PLAN AND DETAILS
Sheet Number: A-1.1

Original Date: July 29, 2002

@ 25'-0"
 ROOF
 @ 13'-0"
 ROOF
 @ 7'-4"
 TOP OF ROOF + ATM

@ 1'-0"
 ROOF BEARING
 @ 1'-0"
 TOP OF MULLION

0'-0"
T.O.S.

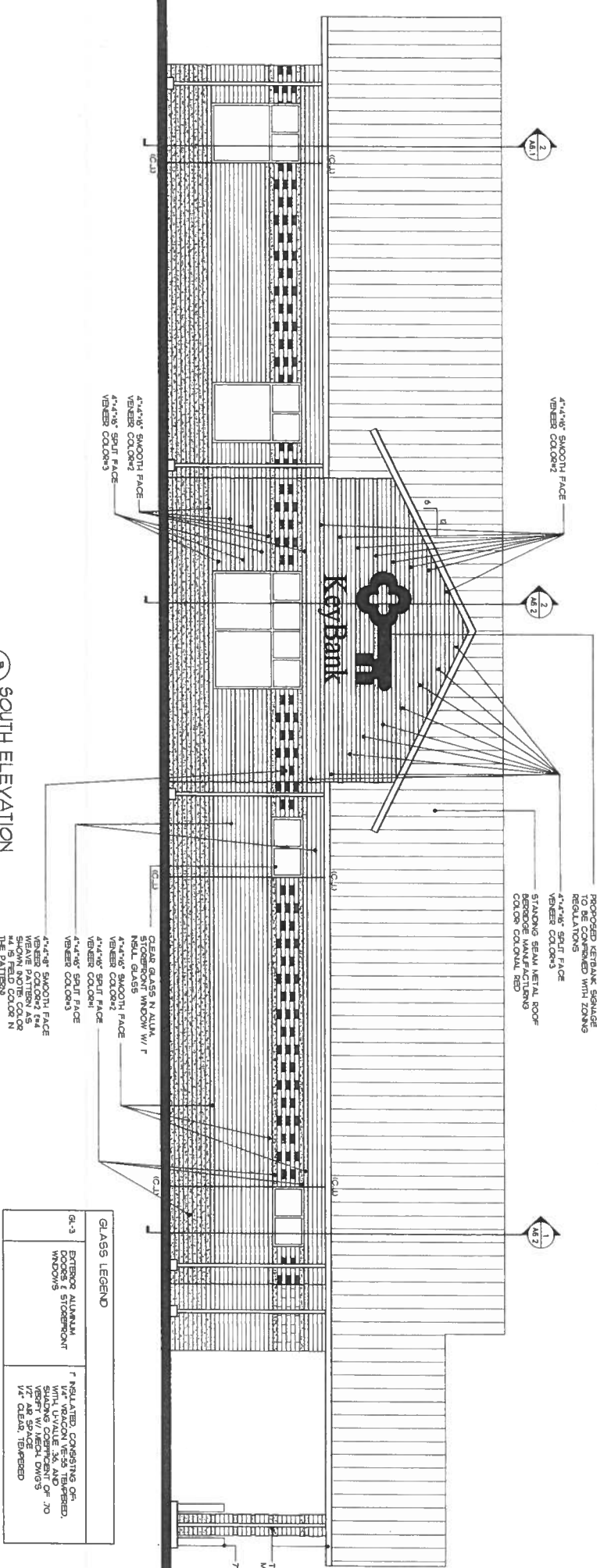


A NORTH ELEVATION
SCALE: 1/8\"/>

@ 25'-0"
 ROOF
 @ 13'-0"
 ROOF
 @ 7'-4"
 TOP OF ROOF

@ 1'-0"
 ROOF BEARING
 @ 1'-0"
 TOP OF MULLION

0'-0"
T.O.S.



B SOUTH ELEVATION
SCALE: 1/8\"/>

NOTES: SEE PEAK ELEVATION BELOW FOR PATTERN NOTES
 PROPOSED KERBANK SIGNAGE TO BE CONFORMED WITH ZONING REGULATIONS
 STANDING SEAM METAL ROOF BERGDOG MANUFACTURING COLOR: COYONAL RED

GLASS LEGEND
 G-3 EXTERIOR ALUMINUM DOORS & STOREFRONT WINDOWS
 F INSULATED, CONSISTING OF 1/2\"/>

NOTE: G.C. TO USE 4\"/>

MATERIAL COLOR LEGEND

NO.	MATERIAL	SPEC.
1	4\"/>	
2	4\"/>	
3	4\"/>	
4	4\"/>	
5	ALUM. WINDOW AND DOOR FRAME	FIBRE GLASS IN CLEAR ANODIZED ALUMINUM
6	WALLON METAL DOOR AND FRAME	COLOR TO MATCH WAREHOUSE WALL
7	PIPE BOLLARDS	7\"/>
8	MTL. LOUVER	COLOR TO MATCH CLEAR ANOD. ALUM. OR MATCH H.A.S. WALL
9	STANDING SEAM INT. ROOF	BERGDOG OR EQUAL W/ 3\"/>
10	LAP SIDING & FASCIA BOARD & SOFFIT	CERTANTEN WEATHER BOARD PAPER GRAY/PENNINGSHAD 5\"/>

Voccon
 DESIGN INC.
 15447 Mayfield Road
 Suite 100
 Cleveland, OH 44130
 Tel: 216-885-1111

AVALON DESIGN GROUP
 2400 Pruned Avenue
 Cleveland, OH 44115
 Tel: 216-823-4418

THORSON BAKER & ASSOCIATES, INC.
 Consulting Engineers, Inc.
 2026 East 97th Street
 Cleveland, OH 44135
 Tel: 216-885-4800

Type II Branch
 Proposed New Construction
Tulalip
 2411 Cedar Blvd, Pad # 2
 Quil Ceda Parkway



REVISIONS:
 A Reworked 8/27/07 Based Per Permit

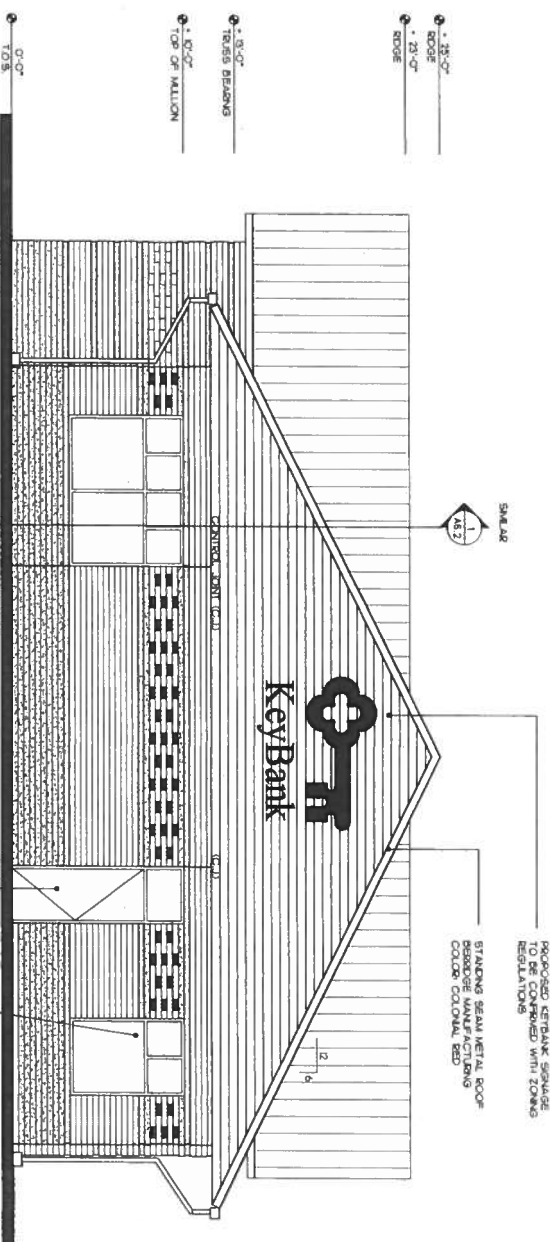
Drawn by: TBM
 Checked by:
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 Project:
 Date: Construction Documents
 Sheet Title:
EXTERIOR ELEVATIONS

Sheet Number:
A-5.0
 Original Date: July 29, 2002

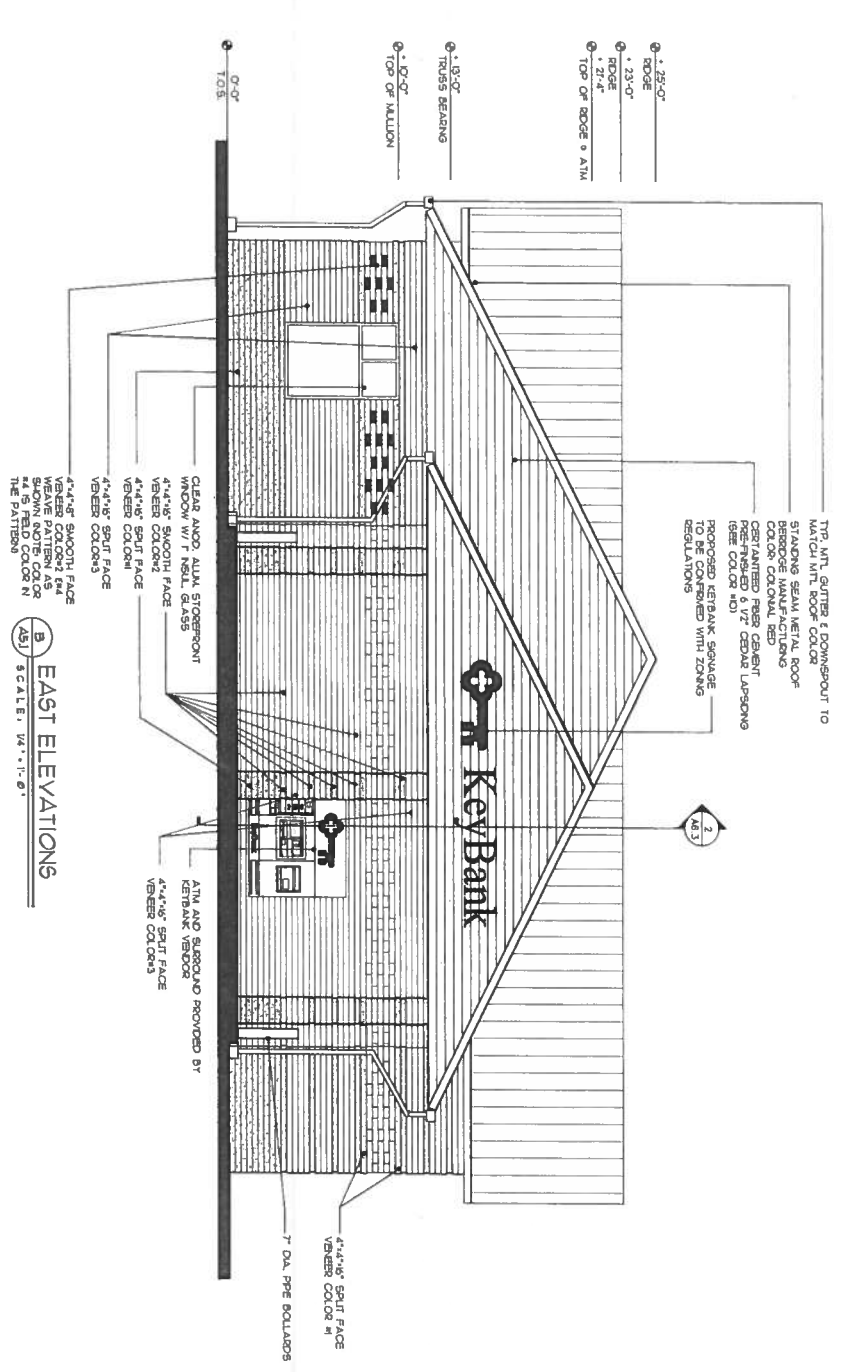
GLASS LEGEND	
GL-3 EXTERIOR ALUMINUM DOORS & STOREFRONT WINDOWS	7 INSULATED GLASSING OR 1/4" VACUON V-53 INSULATED, WITH U/V/L/LE 36 AND V-53 INSULATED AND OF 10 1/4" AIR SPACE 1/4" GLASS INSULATED

NOTE: G.C. TO USE
4"x4"x8" FOR WEAVE
PATTERN ACCENT
COLOR #2

MATERIAL COLOR LEGEND	
1. 4"x4"x8" SPLIT FACE COLOR MATERIAL	GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.)
2. 4"x4"x8" SMOOTH FACE	GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.)
3. 4"x4"x8" SPLIT FACE	GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.)
4. 4"x4"x8" SMOOTH FACE	GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.) GLASS SPEC. NC. OR EQUAL (COLOR TO MATCH GLASS SPEC.)
5. ALUM. WINDOW AND DOOR FRAME	7" DIA. * 52 SAFETY YELLOW RGD 715N AS MFG GLASS CITY PLASTIC (MFG 88-7559)
6. HOLLOW METAL DOOR AND FRAME	COLOR TO MATCH MASONRY WALL
7. PIPE BOLLARDS	COLOR TO MATCH CLEAR AND. ALUM. OR MATCH MAB. WALL COLOR (OPTIONAL BED)
8. MTL. LOUVERS	BRONZE OR EQUAL * W/ WIDE MTL. 2 1/2" MTL. ROOF COLOR (OPTIONAL BED)
9. STANDING SEAM MTL. ROOF	CERTAINTED WEATHER BOLDS FROM CERTAINT 6" W/ 4" CEILING LAP SEAMS, CEILING FASCIA BOARD & CEDAR ROOFING SYSTEM TO BE MATCHED AT CERTAINTED
10. LAP SEAMS & FASCIA BOARD & SCOFF	8" W/ 4" CEILING LAP SEAMS, CEILING FASCIA BOARD & CEDAR ROOFING SYSTEM TO BE MATCHED AT CERTAINTED



A WEST ELEVATION
SCALE: 1/4" = 1'-0"



B EAST ELEVATIONS
SCALE: 1/4" = 1'-0"

vocon
DESIGN INC
1200 Woodland Ave
211 827-4411

THORNSON BAKER & ASSOCIATES, Inc.
Civil Engineering
1450 Franklin Ave., Akron, Ohio 44316
Phone: (330) 333-3333
Fax: (330) 333-3333

Type II Branch
Proposed New Construction
Tulalip
4011 Cedar Blvd., Pad 2
4011 Cedar Parkway



2025 Ontario Ave, 4th Floor, Cleveland, Ohio 44115

REVISIONS:

1	Revised 8/5/02, Revised for Permit
2	
3	
4	
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Drawn By: TDM
Checked By: [Signature]
Job Number: 3059-002
Date: [Date]
Project: Construction Documents

Sheet Title:
**EXTERIOR
ELEVATIONS**

Sheet Number:
A-51
Original Date: July 29, 2002