

The Tulalip Tribes of Washington

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DEFINITIONS

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| Addenda or Addendum | A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents. |
| Alternate | A proposed change in the Work described in the Contract Documents providing the Tulalip Tribes of Washington with an option to select between alternative materials, products or systems, or to add or delete portions of the Work. |
| Alternative Dispute Resolution | A method of resolving disputes other than arbitration or litigation. |
| Application for Payment | The form furnished by the Tulalip Tribes of Washington that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Contract Cost Breakdown and that payments previously paid by the Tulalip Tribes of Washington have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Applications for Payment. |
| Approved Equal | Article, device, material, equipment, form of construction or other item proposed by the Bidder and approved by the Architect for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents. |
| Architect | The individual or firm responsible for providing professional design services for the Project. |
| As-Built Drawings | Drawings or computer files revised by the Contractor to show changes made during the construction process. |
| Architect's Supplemental Instruction (ASI) | A document issued by the Architect, through the Construction |

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Manager, after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents.

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| Base Bid | The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates. |
| Bidder | A person or entity who submits a bid for a Contract. |
| Bid Form | The form furnished by the Tulalip Tribes of Washington that is to be completed, signed and submitted containing the Bidder's bid. |
| Bid Guaranty | The Bid Guaranty and Contract Bond or other instrument of security furnished by the Bidder to provide assurance that the Bidder will execute the Contract Form. |
| Bond | Bid Guaranty and Contract Bond, Contract Bond, or other instruments of security, furnished by the Contractor to provide assurance that the Contractor will perform the Contract and make required payments. |
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| Change Order | A document recommended by the Architect and Construction Manager, and authorized by the Tulalip Tribes of Washington, issued after execution of the Contract, through which the parties agree to a change in the Work or an adjustment in the Contract price or the time for Contract Completion. |
| Claim Affidavit | A sworn document containing a claim on funds that are due to a Contractor, in favor of a person supplying labor, materials or services for the value of labor, materials or services supplied. |
| Connect | To bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use. |
| Construction Budget | The total amount budgeted by the Tulalip Tribes of Washington for the Contracts required for the Project, including without limitation, any amount budgeted for loose furnishings, but not including any fees for construction management services, professional design services or other soft costs. |
| Construction Schedule | The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading curve and the interrelationship between the activities of the Contractors, the Architect, the Construction Manager and the Tulalip Tribes of Washington. |
| Construction Manager | The individual or firm responsible for providing administration, management and related services as required to coordinate the |

Project, coordinate the Contractors and provide other services identified in the Contract Documents.

Contract The agreement between a Contractor and the Tulalip Tribes of Washington for performance of Work as set forth in the Contract Documents.

Contract Completion The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is 100 percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.

Contract Cost Breakdown A statement furnished by the Contractor to the Tulalip Tribes of Washington reflecting the portions of the Contract price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.

Contract Documents Collectively, the Drawings, Specifications, Addenda, Notice to Bidders, Instructions to Bidders, Definitions, Bid Form, Bid Guaranty, Contract Form and Attachments, Bond, Architect's Supplemental Instructions, Shop Drawings, Change Orders, Standard Conditions of the Contract and Special Conditions, if any.

Contract Form The form furnished by the Tulalip Tribes of Washington that is to be completed and executed by the Contractor and the Tulalip Tribes of Washington to evidence that the Contract has been entered among them.

Contractor A successful Bidder with whom the Tulalip Tribes of Washington has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.



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

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

Documented Non-enrolled Descendent Means a descendent of a Tribe with BIA documentation.

Drawings The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and

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character of the Work to be provided by the Contractor, generally including plans, elevations, sections, details, schedules, diagrams, notes and portions of Specifications.

Final Acceptance

The Tulalip Tribes of Washington's acceptance of the Work from the Contractor upon certification by the Architect and Construction Manager of Contract Completion.

Final Inspection

Final review of the Work of the Contractor by the Architect, the Construction Manager and the Tulalip Tribes of Washington to determine whether certification of Contract Completion is appropriate.

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

I tee

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

Indian / Native American

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

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

Liquidated Damages

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

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

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

Notice of Commencement The notice prepared by the Tulalip Tribes of Washington identifying the Project, the Contractors, the Surety for each Contractor and the name of the Tulalip Tribes of Washington's representative upon whom a Claim Affidavit may be served.

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

Ordinance No. 60 This Ordinance shall be known as the Tulalip "Tribal Employment Rights Ordinance" (TERO). This Ordinance establishes the methods and procedures to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.

Ordinance No. 89 This Ordinance specifies the methods and procedures all agencies and instrumentalities of the Tulalip Tribes of Washington must follow to provide preference of qualified Indian-owned enterprises or organizations when contracting; and all contractors with the Tribes, or a tribal agency, when subcontracting. This Ordinance, except as provided therein, shall apply to all oral or written contracts to provide goods or services entered into, or proposed to be entered into, by any agency of the Tribes.

Or Equal See Approved Equal.

Owner See The Tulalip Tribes of Washington.

P **s Representative** See Construction Manager.

Partial Occupancy The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents and has been approved for

temporary occupancy by the local building department or authority having jurisdiction so the Tulalip Tribes of Washington can occupy or utilize the Project, or designated portion thereof, for its intended use.

Preference / Preferred Employee / Hiring

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

Project

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

Proposal

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

Proposed Equal

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

Provide

To furnish, install and connect complete.

Punch List

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

Record Drawings

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

Regulations / Ordinance

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

Request for Information

Written request from the Contractor to the Architect, through the Construction Manager, seeking an interpretation or clarification of the Contract Documents.

Reservation

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

Responsive Bid

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

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| Samples | Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish Standards by which the Work will be judged. |
| Schedule of Values | See Contract Cost Breakdown. |
| Shop Drawings | Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work. |
| Special Conditions | Amendments to the General Conditions, which describe conditions unique to a particular Project, including without limitation, provisions regarding the assignment of responsibility for refuse removal and for safety and security precautions and programs, regarding temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Tulalip Tribes of Washington personnel for operation and maintenance of the Project. |
| Specifications | Those portions of the Contract Documents consisting of the detailed written requirements and standards for materials, equipment, construction systems and workmanship as applied to the Work and certain administrative details applicable thereto. |
| Standard | The articles, devices, materials, equipment, forms of construction and other items named in the Specifications or Addenda to denote kind, quality or performance requirements for each significant portion of the Work. All bids and Proposals shall be based on Standards named in the Specifications or Addenda. |
| Standard Conditions | The standard forms, terms and conditions of the Contract for Construction, provided by the Tulalip Tribes of Washington and as in effect from time to time. |
| Subcontractor | A person or entity who undertakes to construct, alter, erect, improve, repair, demolish, remove, dig, drill or otherwise perform any part of the Work on the Project under a contract with any person other than the Tulalip Tribes of Washington. |
| Surety | A person or entity providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the Tulalip Tribes of Washington against all direct and consequential damages suffered by failure of the Bidder to enter into the Contract, or by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable. |

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| TERO | Means the “Tulalip Tribal Employment Rights Office”. |
| Tribal Court | Shall mean the tribal court of the Tulalip Tribes of Washington. |
| Tribal Entity | Means all subsidiary entities of the Tulalip Tribes and is intended to be as broad and encompassing as possible to ensure the Ordinance’s coverage over all employment and contract activities within the Nation’s jurisdiction and the term shall be so interpreted by the Commission and the Courts. |
| Tribal Preference | Is the process of hiring applicants which gives tribal members a higher preference in employment on tribally funded projects or tribal entities. |
| Tribal Member | The term “Tribal Member” and the term “Member” shall mean any person who is an enrolled member of the Tulalip Tribes. |
| Tribe | The term “Tribe” or “Tribes” shall mean the Tulalip Tribes of Washington, unless the context clearly indicates otherwise. |
| Tulalip Tribes | See Tulalip Tribes of Washington. |
| Tulalip Tribes of Washington | The Owner or entity for whom the Project is being constructed. |

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| Unit Price | An amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the Work. |
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| Veteran | Shall mean a person who has been honorably discharged from the active, reserve, or National Guard armed forces of the United States including Army, Navy, Marines, Air Force, and Coast Guard. |
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| Warranty | Legally enforceable assurance of the quality and performance of materials and equipment. |
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Work

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