

The Tulalip Tribes of Washington

INSTRUCTIONS TO BIDDERS

The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village hereby invite you to submit a Bid Proposal and or Material Quotation in your area of expertise for this project.

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ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

- 1.1.1 The Tulalip Tribes of Washington's Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO CODE and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and those contractors subject to The Tulalip Code, Chapter 9.05 – TERO CODE to give preference to Indians in contracting goods and services and must comply with The Tulalip Code, Chapter 9.05 – TERO CODE and the rules, regulations and orders of the TERO Commission.
- 1.1.2 With respect to each Project / Contract or Subcontract of \$10,000 or more, operating within the exterior boundaries of the Tulalip Reservation, the Contractor shall pay a one time tax of 1.75% of the total Project / Contract cost, i.e., equipment labor, materials and operations and any increase of the Contract / Project or Subcontract amount. If the Contractor initially enters into a Contract / Project or Subcontract of less the \$10,000, but subsequent changes in the Work increases the total Contract / Project or Subcontract amount to \$10,000 or more, the tax shall apply to the total amount including increases.
- 1.1.3 The entity acting as Contractor or awarding the subcontracts shall be responsible for paying all TERO fees, including those attributable to the subcontractors. The fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the TERO Director may authorize the Contractor to pay said fee in installments over the course of the contract, when:
 - 1.1.3.1 The total annual tax exceeds \$10,000.00; or
 - 1.1.3.2 The Contractor demonstrates hardship or other good cause.
 - 1.1.3.3 The decision whether to authorize an alternative arrangement, which, if allowed, shall be in writing, shall rest solely with the discretion of the TERO Representative.

- 1.1.4 The preference requirements contained in The Tulalip Code, Chapter 9.05 – TERO CODE shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting contract agreements.
- 1.1.5 For more information about The Tulalip Code, Chapter 9.05 – TERO CODE, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360) 716-4747 or Facsimile (360) 651-3474.

1.2 PROJECT SCHEDULING AND COORDINATION

- 1.2.1 The time for completion of the Work, or applicable portion thereof, indicated in the bidding documents shall be the time for Contract Completion applicable to the Bidders.
- 1.2.2 The Bidder agrees that the Contract price, as amended by Change Order from time to time, 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.

1.3 GIVING NOTICE

- 1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

- 1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph IB 1.3.1.
- 1.4.2 Notice of withdrawal of a bid may be given by facsimile transmission provided an original signed document is received within three (3) business days of the facsimile transmission.

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements

of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.

2.2 PRE-BID MEETING

- 2.2.1 The Bidder is strongly encouraged to attend any pre-bid meetings, where the Construction Manager will answer questions regarding the Contract Documents.
- 2.2.2 The Construction Manager shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.
- 2.2.3 Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.

2.3 INTERPRETATION – NOT USED.

2.4 STANDARDS – NOT USED.

2.5 PROPOSED EQUALS – NOT USED.

2.6 BID FORM

- 2.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.
 - 2.6.1.1 Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.
 - 2.6.1.2 Unless the Bidder withdraws the bid as provided in IB Article 4, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.
 - 2.6.2.1 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.
 - 2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.
- 2.6.3 Not Used.
- 2.6.4 Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.

- 2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Tulalip Tribes of Washington executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

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

2.7.1.1 If the Bid is restricted to qualified Indian-owned enterprises or organizations Bidder shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified, qualified Indian-owned enterprise or organization.

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

2.8 UNIT PRICES – NOT USED.

2.9 CHANGE IN THE BID AMOUNT – NOT USED.

2.10 CHANGE IN THE BID AMOUNT.

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

3.1.1 It is the responsibility of the Bidder to submit the bid to the Tulalip Tribes of Washington at the designated location prior to the time scheduled for bid opening.

3.1.2 Not Used.

3.1.3 No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.

3.2 BID OPENING

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

3.3 BID OPENING EXTENSION – NOT USED.

3.4 BID EVALUATION CRITERIA

3.4.1 The Tulalip Tribes of Washington reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Tulalip Tribes of Washington determines to be the lowest responsive and responsible Bidder unless, Bidders are advised during the bidding process award will be made pursuant to paragraph IB 3.5.2. The Tulalip Tribes of Washington reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.

3.4.2 The Tulalip Tribes of Washington may reject the bid of any Bidder who has engaged in collusive bidding.

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

- 3.4.4 The Tulalip Tribes of Washington may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders pursuant to paragraph IB 3.5.8, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Tulalip Tribes of Washington may determine.

3.5 BID EVALUATION PROCEDURE

- 3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington, unless Bidders are advised during the bidding process award will be made pursuant to paragraph IB 3.5.2, or all bids will be rejected in accordance with applicable or Tribal ordinances.
- 3.5.2. The Tulalip Tribes of Washington shall base the award of the Contract upon a "Weight of Award" points system. The Contract will be awarded to the most responsive and responsible Bidder with the highest total points awarded after taking all bid items into consideration, as demonstrated by their submitted bid proposal, rather than solely on the lowest responsive Bidder's cost proposal. The following "Weight of Award" points shall be applied to the various bid items outlined in the Bid Form:

DESCRIPTION	WEIGHT OF AWARD
1. Base Bid Proposal Amount	1. 70 Points
2. Section I – Key Employees of Bidder	2. 10 Points
3. Section II – Trade Preferred Employee(s)	3. 15 Points
4. Section IV – List of Lower Tiered Subcontractor(s) and or Supplier(s)	4. 5 Points
TOTAL POSSIBLE POINTS >>	100 POINTS

The most responsive and responsible Bidder related to each respective bid item shall receive the maximum allotted points awarded against that bid item. All other Bidders will receive a declining pro-rated amount of allotted points compared against the most responsive and responsible Bidder.

- 3.5.3 When listing "Preferred Employees" related to Section I – KEY EMPLOYEES OF BIDDER Bidder shall only list KEY "Preferred Employees" committed to be employed by Bidder in the performance of Bidder's self-performed scope of work.
- 3.5.4 When listing "Preferred Employees" related to Section II – PREFERRED EMPLOYEES Bidder shall only list the number of "Preferred Employees" by each trade committed to be employed by Bidder in the performance of Bidder's self-performed scope of work.
- 3.5.5 Bidder shall not list the name of a "Preferred Employee" in more than one section. Should a "Preferred Employee" be listed in more than one section (i.e., Section I or II) the so named "Preferred Employee" will only be considered under Section I – KEY EMPLOYEES as a basis for award of points.
- 3.5.6 When listing lower tiered subcontractors and or suppliers related to Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) Bidder shall identify the type of enterprise or organization Bidder intends to contract with in the columns titled "Type of Lower-Tier". If Bidder intends to subcontract a certain portion of the work with a qualified subcontractor, Bidder shall so designate by

placing an "X" in the column titled "SUB" (abbreviated for subcontractor). If Bidder intends to purchase a certain portion of the work through a qualified material supplier, Bidder shall so designate by placing an "X" in the column titled "SUP" (abbreviated for supplier). Bidder shall be awarded 100% of the value of the work subcontracted with a qualified Native American Owned Business and ten-percent (10%) of the value of the work purchased through a qualified Indian-owned material supplier in the determination of awarded points related to Section IV.

It is the expressed intent of this paragraph IB 3.5.6 to encourage Bidders to contract with qualified Native American Owned Business in which the Bidder and enterprise or organization have no proprietary relationship. Points will only be awarded for contracting with Unrelated Native American Owned Businesses

3.6 REJECTION OF BID BY THE TULALIP TRIBES OF WASHINGTON

3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Tulalip Tribes of Washington shall reject such Bidder and notify the Bidder in writing by certified mail of the finding and the reasons for the finding.

3.7 NOTICE OF INTENT TO AWARD

3.7.1 The Tulalip Tribes of Washington shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.

3.7.2 The Tulalip Tribes of Washington reserves the right to rescind any Notice of Intent to Award if the Tulalip Tribes of Washington determines the Notice of Intent to Award was issued in error.

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

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

ARTICLE 5 – BID ESTIMATE

5.1 BID TOTALS

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

5.2 SUBSTANTIALLY LOW BID

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

5.2.1.1 The Construction Manager conducts an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to

analyze the process planned by the Bidder to complete the Work.

5.2.1.2 The Tulalip Tribes of Washington reviews and approves the Bidder's responsibility.

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

ARTICLE 6 – BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

6.1.1 Bid Guaranty is not required.

6.2 FORFEITURE – NOT USED.

6.3 EXCEPTION TO FORFEITURE – NOT USED.

6.4 CONTRACT BOND

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

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

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

6.5 OPTION TO WAIVE CONTRACT BOND – TULALIP NATIVE AMERICAN OWNED BUSINESSES ONLY

6.5.1 If a Tulalip Native American Owned Business requests a waiver of the requirement to provide a Contract Bond pursuant to paragraph IB 6.4 the following procedures shall be followed:

6.5.1.1 All joint ventures shall be required to provide a Contract Bond pursuant to paragraph IB 6.4.

6.5.1.2 Bidder shall provide a detailed breakdown of their submitted Bid no later than one hour after the stated sealed Bid submission date and time. Detailed breakdown shall include quantity takeoffs, production rates and or unit pricing, detail of mobilization costs and profit and overhead mark-up percentages.

6.5.1.3 Bidder shall provide a list and identify all lower-tier Subcontractors, Materialmen, Suppliers and Vendors no later than one hour after the stated sealed Bid submission date and time.

- 6.5.1.4 Contractor shall submit to the Construction Manager a complete copy of all contractual agreements, included change orders, issued by Contractor to any lower-tier Subcontractor, Materialman, Supplier or Vendor signed by both Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor.
- 6.5.1.5 All payments made by the Tulalip Tribes of Washington to Contractor on behalf of any lower-tier Subcontractor, Materialman, Supplier or Vendor shall be made in the joint name of Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor.
- 6.5.1.6 With each Application for Payment wherein Contractor seeks payment of work performed by a lower-tier Subcontractor, Materialman, Suppliers or Vendors, Contractor shall provide an interim waiver and release of claims affidavit executed by each applicable lower-tier Subcontractor, Materialman, Supplier or Vendor certifying that they have been paid in full for all Work performed or materials furnished for the Project.
- 6.5.1.7 Final joint payment shall not become due and payable to Contractor and any lower-tier Subcontractor, Materialman, Supplier or Vendor until Contractor has delivered to the Tulalip Tribes of Washington all close-out related documentation and a final waiver and release of claims affidavit, conditioned only by receipt of final payment and listing of claims previously jointly made by Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor and identified jointly by Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor as unsettled at the time of final Application for Payment.
- 6.5.1.8 The acceptance of final payment in the joint name of Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor shall constitute a waiver of all claims against the Tulalip Tribes of Washington except those that the Contractor and lower-tier Subcontractor, Materialman, Supplier or Vendor has previously jointly made in writing in accordance with provisions of the Contract Documents and which remain unsettled at the time of final payment.
- 6.5.1.9 Partial payments to Contractor for labor and materials performed under either a Unit Price or lump sum Contract shall be made at the rate of 88 percent of the amount invoiced through the Application for Payment. This paragraph shall take precedence over the rate of percentage of partial payments depicted in other provisions of the Contract Documents.
- 6.5.1.10 Retainage will be withheld until the expiration of the Guarantee and Warranty period as specified in the Contract Documents unless the Contractor provides a maintenance bond satisfactory to the Tulalip Tribes of Washington in form and substance.
- 6.5.1.11 All other terms and conditions of the Bid and Contract Documents shall remain unchanged and in full force and effect.

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

- 7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as

applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.

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

7.1.1.2 The Tulalip Tribes of Washington may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

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

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

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

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

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

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

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

7.3.3 Certificate of Insurance (ISO general liability form CG 2018 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state "The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village are named as 'Additional Insureds' to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village." The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Tulalip Tribes of Washington reserves the right to request

a certified copy of the Contractor's insurance policies meeting the requirements of Contract Agreement;

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

7.3.5 Contractor signed Contract Form;

7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;

7.3.7 Current Tulalip Tribes Business License; and

7.4 NOTICE TO PROCEED AND SUBMITTALS

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

7.4.1.1 Two (2) original copies of Contractor signed Contract Form;

7.4.1.2 Current Washington Workers Compensation Certificate or other similar type of documentation supporting workers compensation coverage;

7.4.1.3 Certificate(s) of Insurance meeting the requirements of the Contract Form;

7.4.1.4 Completed and approved TERO Contracting and Subcontracting Compliance Plan

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

7.4.1.6 Contractor's Company safety program including a jobsite specific safety plan.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

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

8.2 FORUM FOR MONEY DAMAGES

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