

**ADVERTISEMENT OF CALL FOR BIDS
PROJECT QCV-RP_2016-008**

NOTICE: Notice is hereby given that sealed bids will be received at the Quil Ceda Village Business Office at 8802 27th Avenue NE, Tulalip, Washington 98271, from the date of receipt until 08:00 p.m. local time on October 14, 2016.

PROJECT: The Consolidated Borough of Quil Ceda Village (the Village) is soliciting bids for work to be accomplished on the Tulalip Indian Reservation, State of Washington. This work activity is to replace the damaged screen at the 88th Street Sewage Lift Station.

This contract is specified as an Indian preference as defined in Tulalip Tribes Ordinance #89 and requires the compliance with Tulalip Tribes' ordinance #60 'Tribal Employment Rights Ordinance'. Tulalip Tribes' Ordinance #60 and #89 are hereby made part of this bid advertisement. The period of performance for this work is 14 calendar days. The Contractor may not commence work until the Contract Officer issues a Notice to Proceed. Only Tulalip contractors may bid on this work.

BIDDER REQUIREMENTS: All complete bid packages must be delivered in a large sealed envelope. Clearly mark on the exterior the name of the project, the name of the bidder, and the name and address of the bidder. Address the envelope to: Quil Ceda Village, Lift Station Screen Replacement (*F. McDonald*), 8802 27th Ave NE, Tulalip, WA 98271. Bids not sealed will not be accepted.

The Village reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No bidder may withdraw their proposal after 08:00 p.m. on October 14, 2016, or before award of Contract, unless said award is delayed for a period exceeding thirty (30) days.

CONSIDERATION OF BIDS

After opening and reading proposals, the Village (Owner) will check correctness.

The Village reserves the right to waive informalities in the bidding, accept a proposal of the lowest responsible bidder, reject any or all bids, republish the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of the Village is served.

A bidder who wishes to claim error after the bids have been publicly opened and read, will promptly notify The Consolidated Borough of Quil Ceda Village, Attention: F. McDonald, 8802 27th Ave NE, Tulalip, WA 98271, (360) 716-5057, that an error occurred. The bidder will submit a notarized affidavit or declaration under penalty of perjury signed by the bidder and accompanied by work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The affidavit or declaration will describe the specific error(s) and certify that the work sheets are ones used in preparing the bid.

The affidavit or declaration will be submitted no later than 5:00 PM on the first business day after bid opening or the claim will not be considered. The Contract Officer will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the bid deposit. If the Village concurs in the claim of error and determine that the error is of the kind that allows relief from forfeiture, the bidder will be relieved of responsibility and the bid deposit of the bidder will be returned. If the Village does not concur in the error or determines that the error is not the kind for which the law allows relief, the Village may award the contract, and if the bidder refuses to execute the contract, the bidder's bid deposit will be forfeited.

INSTRUCTIONS TO BIDDERS

1. Statement of Work. This project will replace the damaged screen at the 88th Street Lift Station. The bidder to whom the contract is awarded will furnish all fabrication, labor, testing, and secure and pay for any permits necessary to complete said contract in accordance with all of its terms and conditions.

The Contract Officer (Fred McDonald) may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these will be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter will govern.

2. Examination of Contract Documents. Each bidder will thoroughly examine the legal and procedural documents, general conditions, test requirements, materials list, and addenda (if any). The submission of a proposal will constitute an acknowledgment that the bidder has thoroughly examined the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents will not relieve them from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any document, and the Village will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions. Before making a proposal, the bidder will examine the work site and ascertain for themselves all the physical conditions in relation thereto. Failure to take this precaution will not release them from their obligation as implied by the proposal they submit nor excuse them from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Village pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Village.

4. Addenda and Interpretations of Documents. No interpretation of meaning of the specifications or writings will be made to any bidder orally. Every request for such interpretation will be submitted in writing, addressed to the Contract Officer and will be received at least three days prior to date fixed for bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to acknowledge the receipt of any such addendum may be considered an irregularity in the proposal. All addenda so issued will become a part of the contract documents.

5. Preparation of Proposal. Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form. Where indicated, all blank spaces will be filled in with words and figures. Written amounts will take precedence where there is a conflict between the written amount and the figure.

Each bidder's proposal will contain a copy of their certification and/or license to perform the work listed herein.

If the proposal is made by a partnership, it should contain the name of each partner, their address, and

should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature

6. Material Substitution. Each bidder will base their bid upon the requirements as described in the bidding documents. The successful Contractor will not be allowed to make any substitutions on their own initiative.

7. Alteration of Documents Prohibited. Except as may be provided otherwise herein, incomplete proposals, conditioned proposals, or proposals containing unverified erasures or alterations may be rejected as irregular.

8. Modification of Proposal. Change in a proposal already delivered is not permitted.

9. Withdrawal of Proposal. A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon their written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing bids, no bidder will be permitted to withdraw their proposal unless no award of contract has been made prior to the expiration of thirty (30) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

10. Disqualification of Bidders. More than one bid for the same work described in this document, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.

11. Rejection of Bids. The Village reserves the right before or after opening, to reject any or all proposals or to waive any informalities therein if it is believed that the best interest of the Village will be served thereby.

12. Award of Contract. The award of any contract or contracts will be made to the lowest, responsible, and responsive bidder as determined at the sole discretion of the Village. The Village reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion. If the lowest bid exceeds the funds that are estimated by the Village as available, the Village reserves the right to reject all bids. The low bid will be determined on the basis of the lowest Grand Total Price listed in the Bid Proposal.

Acceptance of the Bid Proposal and award of contract does not relieve the Contractor from the responsibility of providing work, testing, and materials that will comply completely with the requirements. The Contractor will be required to make submittals of all items of equipment, products, or material as specified. The Village reserves the right to reject work not meeting the requirements of the project requirements.

13. Effective Date of Award. If a contract is awarded by the Village, such award shall be effective when formal notice of such award, signed by The Village's General Manager, has been delivered to the intended awardee, or mailed to them at the main business address shown on their bid.
14. Execution of Agreement. Multiple copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required insurance, within 5 (five) calendar days from and after the date of the award of the contract. Effective date of insurance shall be the same or earlier than the date of the agreement.
15. Failure to Execute Agreement Insurance. Failure of a successful bidder to execute the agreement and submit the required insurance within the required time shall be just cause for the annulment of the award. Upon annulment of an award as aforesaid, the Village may then award a contract to the next lowest, responsible, and responsive bidder.
16. Payment for Excess Costs and Liquidated Damages. The successful Contractor will be required to pay for the excess cost of field Contract Officering and inspection and liquidated damages as defined in the general conditions of the contract, if extensions of time are granted by the Village because of avoidable delays as therein defined.
17. Commencement and Completion of Work. The successful bidder shall commence work after the issuance of the Contract, only after the Contract Officer issues a notice-to-proceed and will complete the work within 14 calendar days after notice.

BIDDER'S CHECKLIST

A. The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the Bid Proposal package:

1. **BID FORM & SCHEDULE PRICE:** The bid form must be filled out acknowledging receipt of Addenda, list of subcontractors and/or manufacturers, contract amounts, and signatures. The Fixed Price must be shown in the spaces provided within the schedule.
2. **TERO ACKNOWLEDGMENT:** Complete, sign and date the page titled TERO acknowledgment.
3. **BIDDER'S QUALIFICATIONS & LICENSE:**
4. **JOINT VENTURE INFORMATION:** If the bidder is a TERO Certified joint venture, the joint venture agreement
5. **SUBCONTRACTOR LIST:** List the names and address of any subcontractors assisting with this work.

B. The following forms are to be executed and submitted within five (5) calendar days after award of Contract:

1. **INSURANCE CERTIFICATE:** Copy of policy and appropriate endorsements to be submitted with the Public Liability and Property Damage Insurance Certificate.
2. **CERTIFICATE OF LIABILITY INSURANCE:** Naming the Village as 'additional named insured'.
3. **PROOF OF TULALIP TRIBAL BUSINESS LICENSE:** (Available at the Tribal Tax and Licensing Division (ph: 360-716-4209))
4. **TERO compliance plan** (with approval signature of TERO Officer ph: 360-716-4747).
5. **IRS Form #9**

BID PROPOSAL

BID FORM # QCV-RP-16-008
THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE
SCREEN REPLACEMENT FOR 88TH STREET LIFT STATION
QUIL CEDA VILLAGE, 8802 - 27th Avenue NE, Tulalip, WA 98271

1. The undersigned hereby certifies that they have examined the Statement of Work (SOW), the location and detail of this work as outlined on the SOW for this screen replacement, is familiar with the local conditions at the work site, and has read and thoroughly understands the requirement, drawings, lists, and the Contract Agreement governing the work and the method of payment.
2. The Contract amount is fixed price for all work to complete the work and tasks in the test requirements, materials list and drawings. The undersigned has checked the amounts herein and understands that the Village will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal. In order for the Village to consider a proposal, all items on the proposal must be filled in completely. In the event the Village at its sole discretion determines that additional work is required, I agree to accomplish this additional work at a negotiated rate.
3. It is agreed that this proposal may not be withdrawn within a period of thirty (30) calendar days after the date set for the opening thereof.
4. In accordance with the project requirements, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within five calendar days after issuance of a notice-to-proceed and completed within thirty five (14) days thereafter.
5. Receipt of the following Addenda to the Plans and/or Requirements is hereto acknowledged:

<u>Addendum No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgment</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the proposal.

I. TASKS

Bid prices include permitting, mobilization, labor, equipment, subcontractor, disposal, clean up, testing, and materials cost for performing the work as described in the Statement of Work. The TERO tax will be an addition to the contract agreement based on the total unit price at a rate of 1.75%.

II. TERO TAX will be paid by the contractor to the TERO Office at 1.75% of total contract.

Total fixed price: (_____) \$ _____.
Written in words

Bidder *Date* *Builder's/Contractor License No.*

BY: _____
Authorized Official

Address: _____

NOTES:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a Corporation, this proposal must be executed by its duly authorized officials
3. Provide the Contractor's builders/Contractors license in the appropriate place above.
4. If the bidder is a TERO Certified joint venture, the joint venture agreement and TERO Certification must accompany the bid documents.

TERO ACKNOWLEDGMENT

By this writing, WE the Contractor acknowledge that we have read, understand, and will comply with the Tribal Employment Rights Ordinances (TERO) for work proposed herein.

By: _____ Date: _____, 2016

Contractor: _____

THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

CONTRACTOR'S QUALIFICATIONS & LICENSE SCREEN REPLACEMENT FOR 88TH STREET LIFT STATION

To: The Consolidated Borough of Quil Ceda Village

In accordance with requirements stated in the Advertisement of Call for Bids and the Instructions to Bidders, the undersigned prospective Contractor submits the specified information for consideration by the Village in determining the Builder's experience, ability to meet schedule, financial reliability, ability to Contract, and ability to perform the work required under this project.

This project is for the replacement of the damaged screen at the 88th Street Lift Station. Contractors should have a minimum of five years of experience in construction. Minimum years of experience may be company experience and / or key personnel assigned to construction projects.

This form is complete and is submitted with our proposal bid package. I (we) understand that failure to submit this form, or failure to meet the minimum qualification requirements or submission of an incomplete, erroneous, or falsified form will be considered justification for return of the bid proposal. Data furnished herein is solely for the information of the Village and should be retained in strict confidence.

The undersigned Contractor submits the following information:

A. GENERAL

1. Firm name: _____ Telephone: _____

Principal office address: _____

2. If a corporation, indicate below:

When incorporated: _____ Corporate I.D. No. _____ What state: _____

Directors' Names: _____

President's name: _____ Vice President's name: _____

Secretary's name: _____ Treasurer's name: _____

3. If a co-partnership, indicate below:

Date of organization: _____

State whether partnership is General _____ or Limited _____

Name, address of partners: _____

4. Name of license(s) for this work (attach copy). _____

5. Have you or has any officer or partner of your organization ever been an officer or partner of some other contracting organization? Yes _____ No _____

If yes, state name of individual(s), position(s), and the name of the other organization(s).

6. Federal Employer Identification No. _____

B. EXPERIENCE RECORD

1. How many years has your organization been in business of construction (select one or more as appropriate) under your present business name? _____ years

2. What are prior names of your organization? _____

3. State all times within the past five years that the Contractor has:

a. Not been an active Contractor: _____

b. Been in bankruptcy, reorganization and/or receivership: _____

4. Attach resumes of the key personnel in your organization and other organizations that you are teamed with (if applicable). Resumes of attached key personnel will include the following:

- Owner of the organization or Owner of other organizations that you are teamed with.
- The proposed Project Manager and/or foreman for this work.

Contractor's signature:

Date:

JOINT VENTURE INFORMATION

Name of Joint Venture: _____
Business Street Address: _____
City: _____ Reservation: _____ State: _____ Zip: _____
Phone: _____

Name of Native American contractor: _____
Business Street Address: _____
City: _____ Reservation: _____ State: _____ Zip: _____
Phone: _____

Name of Venture Partner: _____
Business Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

Name of Venture Partner: _____
Business Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

SUB CONTRACTOR INFORMATION

Name of Participating Sub Contractors: _____
Business License number: _____
Business Street Address: _____
City: _____ Reservation affiliation: _____ State: _____ Zip: _____
Phone: _____

Name of Participating Sub Contractors: _____
Business License number: _____
Business Street Address: _____
City: _____ Reservation affiliation: _____ State: _____ Zip: _____
Phone: _____

Name of Participating Sub Contractors: _____
Business License number: _____
Business Street Address: _____
City: _____ Reservation affiliation: _____ State: _____ Zip: _____
Phone: _____

CONTRACT FORMS

Consolidated Borough of Quil Ceda Village

Screen Replacement for 88th Street Sewer Lift Station

#QCV-RP-16 - 008

CONTRACT

1. This agreement (the "Agreement") is entered into this _____ day of _____ 2016, between the Consolidated Borough of Quil Ceda Village (the "Owner"), and _____ (the "Contractor"). The Owner and Contractor hereby agree that the Contractor shall provide services to the Owner for a specified period of time for a sum not to exceed the amount stated herein.

2. Term. The period of time for this Agreement shall:

2.1 begin the _____ day of _____, 2016; and

2.2 be complete by the _____ day of _____ 2016.

3. Project Name and Location: **Screen Replacement for 88th Street Sewer Lift Station** (the "Project").

4. Compensation. Total payment for completion of services under this Agreement, including all equipment, labor and materials shall not exceed \$_____ dollars (\$_____).

5. Contracting Officer. The Owner's contracting officer authorized to implement the terms and conditions of this Agreement is designated as Fred McDonald (the "Contracting Officer").

6. Scope of Work: The Contractor shall perform the following work: provide all equipment, labor and material to complete the scope of work for the Project more specifically described at Ex. A - Scope of Work.

6.1 The 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 Owner and the Contractor is based:

- a) This Agreement
- b) Exhibit A, Insurance Certificate
- c) Exhibit B, Scope of Work- Titled **___ Scope of Work for 88th Street Lift Station Screen Replacement**, and issued addenda, if any.
- d) Exhibit C, Figure 1, dated 09/08/16 - Titled **___ Electrical Power and Instrumentation Plan and Figure 2, dated 09/08/16 – One-Line Diagram and Switch Gear Elevations**
- e) Exhibit D, Specifications, dated 09/08/16 – **88th Street Screen Replacement Specifications**
- f) Exhibit E, Spirac Screen Submittal Document
- g) Exhibit F, Photos of Corroded Conduit to be Replaced
- h) TERO Code (TTC Chapter 9.05) & Approved TERO Compliance Plan

6.2 These Contract Documents together form the contract herein described. The parties intend that the Contract Documents include provisions for all management, labor, tools, equipment, supplies, facilities and financing necessary to perform and to fully complete the Scope of Work as well as all work incidental thereto, and all terms and conditions of payment. The Contract Documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the Project.

7. Payment; Retainage and Records.

7.1 Payment. The Owner shall make payment for a phase to the Contractor no later than thirty (30) days after the Owner's accounting department begins processing Contractor's invoice for that work. Such processing shall begin after Contractor presents the invoices and deliverables to the Owner's Contracting Officer and the authorized representative submits written approval to the accounting department for payment based on an inspection of the

work. Payment by the Owner does not constitute a waiver of any claims by the Owner against Contractor concerning or arising out of this Agreement. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

- 7.2 Retainage. The Owner shall retain ten percent (10%) of the amount of progress payments until completion and acceptance of all work under the Contract Documents; except that, if upon completion of 50 percent (50%) of the work the Contracting Officer after consulting with the architect/engineer, determines that the Contractor's performance and progress are satisfactory the Owner shall retain five percent (5%) for any subsequently completed work. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the Owner shall reinstate the ten percent (10%) retainage until such time as the Contracting Officer determines that the performance and progress are satisfactory. If no problems have arisen, retention may be released: ___ upon completion; x two (1) months after completion; ___ twelve (12) months after completion (Check One).

- 7.3 Records. Contractor agrees to maintain for inspection by the Owner 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.

8. Reports, Data, and Findings. 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 Owner. Contractor shall keep all information learned under this Agreement confidential and shall not release any such information, either orally or in writing, to parties other than the Owner, its agents, contractors or employees without the express written permission of the Owner.

9. Binding. The Owner 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.

10. Assignment. Neither the Owner 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.

11. Complete Agreement. This Agreement, including its referenced exhibits, 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 Owner's sovereign immunity. This Agreement shall not be valid unless each and every Owner signature designated below is affixed.

12. Independent Contractor. Services under this Agreement are provided by Contractor acting in an independent contractor capacity and not as an Owner employee. Contractor is not entitled to any payments not expressly stated herein for any fringe benefit whatsoever. Contractor acknowledges that Contractor

is responsible for all applicable federal and state taxes, unemployment and labor and industries coverage. Contractor certifies that Contractor: (a) possesses all of the skills and tools necessary to perform services; and (b) will comply with specific hours developed by the Owner for performing services.

13. Utilities: It shall be Contractor's sole responsibility and duty to determine the existence and/or location of any and all utilities (tribal, state, federal and local) which may be affected by Contractor's performance of the work.

14. Differing Site Conditions:

14.1 The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement; or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement. Provided, that the existence or location of underground utilities shall not constitute differing site conditions under this subparagraph.

14.2 The Contracting Officer shall investigate the site conditions promptly after receiving notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Agreement modified in writing accordingly. However, upon the Contracting Officer's investigation and determination that the conditions do not materially so differ and therefore do not cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, an equitable adjustment shall not be made under this clause and the Contractor shall continue working during any continued dispute by the Contractor of the Contracting Officer's decision.

14.3 No request by the Contractor for an equitable adjustment to the Agreement under this paragraph shall be allowed, unless the Contractor has given the notice required; provided, that the time prescribed in 14.1 above for giving notice may be extended in writing by the Contracting Officer.

14.4 No request by the Contractor for an equitable adjustment to the Agreement for differing site conditions shall be allowed if made after final payment under this Agreement.

15. Applicable Laws and Regulations. In the event payment for services 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 Owner. The Contractor shall, whether or not federal or state funds are involved, without additional expense to the Owner, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Agreement, excluding building permit(s), grading permit(s) and utility connection fees. Owner shall be responsible to secure and pay for the cost of all building permit(s), grading permit(s) and utility connection fees. Contractor shall file all required returns and notices. When working on 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 Owner, its officials, employees and agents 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.

16. Antidiscrimination and TERO. 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 practices, including upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, the Contractor shall provide preference in employment and subcontracting to enrolled members of Tulalip Tribes and members of the Tulalip Tribal community as well as enterprises or businesses wholly-owned by the Tulalip Tribes or its members in accordance with TERO Ordinance (Tulalip Tribal Code Chapter 9.05) as it now exists or may be hereafter amended.

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

18. Litigation Notice. Contractor shall promptly notify the Owner 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. The Contractor shall not assign its rights under this Agreement without first obtaining the Owner's written approval.

19. 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 paragraph number four (4).

20. Applicable Contract Law. The negotiation and execution of this Agreement shall be deemed by the parties to have occurred within the Tulalip Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Tulalip Tribes.

21. Termination. The Owner may terminate this Agreement on ten 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 Owner may immediately suspend operations under this Agreement by written notice of any breach. Suspension shall continue until the Contracting Officer certifies in writing that the breach is remedied. If Contractor is still in breach after seven days from the notice of suspension, the Owner may, without further notice, terminate all rights of Contractor under this Agreement.

22. Non-waiver of Contractor's Duty to Perform. Any failure by the Owner 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.

23. Notices.

- 23.1 Any notice sent to the Contractor under this Agreement may either be sent by personally giving a copy thereof to Contractor or mailing a copy to the address set forth below.

Contractor's Address:

Attn. _____.

- 23.2 Any notice sent to the Owner under this Agreement may either be sent by personally giving a copy thereof to Contracting Officer or mailing a copy to the address set forth below.

Owner's Address:

Consolidated Borough of Quil Ceda Village

8802- 27th Ave. N.E., Tulalip, WA 98271

Attn. Fred McDonald.

24. Non-waiver of Claims. The failure of the Owner 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.

25. Observation of Work. The Owner's authorized representative or Contracting Officer shall be allowed to observe any work done by the Contractor which is covered by this Agreement.

26. Contractor's Liability Insurance.

26.1 The Contractor shall purchase and maintain such liability and other insurance as will protect the Owner 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.

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

26.2.1 Policy Limits – Commercial General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 10,000	Medical Payments
\$1,000,000	Employer's Liability

26.2.2 Policy Limits – Business Automobile Liability

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

27. Contractor's Worker's Compensation.

- 27.1 All employees of Contractor and any subcontractor are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverages. Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.
- 27.2 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 Owner and shall provide for not less than 30 days prior written notice to the Owner of cancellation or reduction in coverage.

28. Builder's Risk.

- 28.1 The Owner 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 Owner 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.

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

26.1.2 To be eligible to make a claim under the Owner'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.

29. Insurance Policy Requirements.

- 29.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the Owner and its members as primary and non-contributory additional insureds using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractors and Subcontractors work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than: (i) thirty (30) days prior written notice shall be given to the Owner in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance; or (ii) ten (10) days prior written notice shall be given to the Owner in the event of cancellation for non-payment.
- 29.2 At least five (5) days prior to commencement of the work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting Owner against any claims, damages or expenses as a consequence of any acts or omissions on the part of Contractor and any of its Subcontractors of any tier in performing the work, procure or cause to be procured insurance coverage set forth in Sections 26, 27, 28 and 29 with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to Owner and shall maintain all such coverage in full force and effect through the term of this Agreement.
- 29.3 The Contractor, if requested, shall furnish the Owner a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure to demand a certified copy of any required insurance policy or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.
- 29.4 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until three (3) years after the date of approval of the certificate of contract completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.
- 29.5 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.
- 29.6 The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

30. Waivers of Subrogation.

- 30.1 The Owner and the Contractor waive all rights against each other for damages caused by

fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

31. Other Provisions.

- 31.1 Neither the Owner nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the Agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.
- 31.2 Contractor shall indemnify, defend and hold the Owner harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Owner through the Contracting Officer.
- 31.3 In the event Contractor fails to maintain any and all insurance required by this Agreement during the entire life of this Agreement, the Owner may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.
- 31.4 Venue for resolution of any disputes arising under this Agreement shall be in Tulalip Tribal Court.

32. Construction Warranty.

- 32.1 In addition to any other warranties in this Agreement, the Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (unless otherwise indicated) from the date of final acceptance of the work. The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to real or personal property of the Owner or of any other person or entity when the damage is the result of --

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CONTRACTOR

(Company Name)

(Print Name & Title)

(Authorized Signature)

Date: _____, _____

THE OWNER

Martin Napeahi, General Manager, Quil Ceda Village

(Print Name & Title)

(Authorized Signature)

Date: _____, 2016

ATTESTED BY:

(Print Name & Title)

(Authorized Signature)

Date: _____, 2016

Exhibits:

- A. Insurance Certificate
- B. Scope of Work
- C. Electrical Power and Instrumentation Plan and One-Line Diagram and Switch Gear Elevations
- D. 88th Street Screen Replacement Specifications
- E. Spirac Screen Submittal Document
- F. Photos of Corroded Conduit to be Replaced

INSURANCE INFORMATION
Public Liability and Property Liability

Bid Package No. _____

Name of Project _____

I certify that my costs to provide additional insurance for The Consolidated Borough of Quil Ceda Village pursuant to RCW 48, whereby the Contractor shall obtain and keep in force during the term of the contract, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner.

The Consolidated Borough of Quil Ceda Village shall be specifically named as an insured with the same company which insures the Contractor or by an endorsement to an existing policy or with a separate approved carrier for this project. (Check One)

_____ are at no additional cost to insured.

_____ are \$_____ for the Village portion only.

_____ are not identifiable.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date: _____

Signature: _____

Title: _____

Firm: _____

EXHIBIT A

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 10/02/00	
PRODUCER Hurley, Atkins & Stewart, Inc. 1800 Ninth Ave., #1500 Seattle WA 98101 Phone: 206-682-5656			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED 			INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	