



The Consolidated Borough of Quil Ceda Village

RE-BID

Tulalip Tribes Bid Solicitation #: QCV-CP-2021-003

Quil Ceda Creek Counseling

Bid Open September 7th, 2021

Pre-Bid: September 13th, 2021 @ 10AM

Questions by: September 23rd 2021

Bid Close: October 5th, 2021 @ 2:00 PM

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NOTICE TO BIDDERS RE-BID

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

**Project No. QCVCP-21-003
Quil Ceda Creek Counseling Center
6330 31st AVE NE Suit 101
Tulalip, Washington**

In accordance with the Architectural Drawings and Specifications prepared by:

**Rice Fergus Miller
Attn: Gena Lee
275 Fifth Street, Suite 100
Bremerton, WA 98337
Telephone No.: (360) 377-8773
Email: GLee@rfmarch**

The Construction Manager for the Project is:

**Tulalip Tribes of Washington
Consolidated Borough of Quil Ceda Village
8802 27th Avenue NE
Tulalip, WA 98271-9694
Attn. Lukas Reyes Sr
Telephone: (360) 716-5022
E-mail: lreyes@tulaliptribes-nsn.gov**

Work under this Contract will include but not limited to: Demolition, Carpentry, Painting, Sheetrock, Concrete, Landscaping, Electrical, Plumbing and Mechanical install in accordance of the approved Architectural design and specifications.

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

Since there is a reasonable expectation that two or more qualified Native American Owned Business (NAOB) enterprises or organizations (i.e., Prime Contractors) are likely to submit responsive bids the Request for Bid Proposals will be restricted to qualified NAOB enterprises and or organizations (i.e., Prime Contractors) only. Bidders or persons and entities submitting bid proposals shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified, qualified NAOB enterprise or organization with their Bid. Lower-tiered contractors and or material suppliers are encouraged to submit their bid quotations to a qualified NAOB enterprises and or organizations (i.e., Prime Contractor).

Native American Preference related to contracting, subcontracting and suppliers in this project is required and must meet The Tulalip TERO Code, Chapter 9.05. For more information, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360) 716-4747. Tulalip TERO Code, chapter 9.05: <https://www.tulaliptero.com/>

Sealed bids will be received for the Consolidated Borough of Quil Ceda Village: **QCVCP-21-003 Quil Ceda Creek Counseling Center** until **October 5th, 2021**, at **2:00 P.M.** local time, at which time all bids will be opened and read. All required bid documentation shall be submitted to the front reception at the **Quil Ceda Village Administration office located at: 8802 27th Ave NE, Tulalip WA 98271** by the scheduled bid date and times, ORAL, TELEPHONIC, FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidder list and plan holders list for this project are available through The Consolidated Borough of Quil Ceda Village- Tulalip Tribes' online plan room. Free of charge access is provided to Prime Bidders, Subcontractors and Venders by going to: <https://www.quilcedavillage.org/Government/Departments/ProjectManagement/BiddingOpportunities>

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REQUEST FOR PROPOSAL RE-BID

**REQUEST FOR PROPOSAL
FOR THE
Quil Ceda Creek Counseling Center
Bid Solicitation #: QCV-CP-21-003
SEPTEMBER 7TH, 2021**

1.0 - INTRODUCTION

The Tulalip Tribes of Washington ("Tribes") are soliciting Tulalip Tribal Business to submit a Proposal for the **Quil Ceda Creek Counseling Center**, Bid Solicitation# **QCV-CP-21-003**

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

Contractor will perform all work as described in the construction design record drawings to include but not limited to; demolition of existing structures identified in the record drawings, removal of existing and installation of mechanical equipment, removal of existing and installation of electrical equipment, removal of existing and installation of plumbing infrastructure and fixtures, removal of existing and installation of structural as indicated on the record drawings, removal and installation of fire suppression system, interior/exterior painting to include prep work, new flooring and landscaping throughout the identified construction zone as indicated in the construction set of design drawings.

All submissions will be required to include evidence of experience in projects of similar scale and complexity along with bonding capability in excess of the estimated cost of construction. Native American Preference related to contracting, subcontracting and suppliers in the project is required. Proposers shall abide by The Tulalip Code, Chapter 9.05 – TERO Code which provides NAOB preference in contracting goods and services. Additionally, The Tulalip Tribes' Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring, promotions, training, and all other aspects of employment. Bidders shall comply with The Tulalip Code and the rules, regulations, and orders of the TERO Commission. For more information about the [Tulalip Code](#), Chapter 9.05 – TERO Code, contact The Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716- 4747 or Facsimile (360) 7160249. The Tulalip TERO Code is available for review on the Tulalip TERO website: www.tulaliptero.com.

2.0 – SUBMITTALS DEADLINE

Two (2) bound copies in a sealed envelope. Submission containing the information and documentation requested in this RFP and the Instruction to Bidders must be received at the Quil Ceda Village Administration office no later than **2:00 P.M. on October 5th, 2021** Submittals sent by mail or courier shall be sent to the address below. Faxed or e-mailed submittals will not be accepted.

Owners Representative:

**Lukas Reyes
Quil Ceda Village Project Management
8802 27th Ave NE
Tulalip, WA 98271**

3.0 – MANDATORY PRE-BID INFORMATION MEETING

Location:
Quil Ceda Counseling Center
6330 31st Ave NE, Suite 101
Tulalip, WA 98271

Date
September 13th, 2021

Time:
10:00 AM

The purpose of the presubmission meeting is to address any questions regarding the remodeling project.

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

4.0 PROJECT DESCRIPTION

Prime Contractor will perform all work as described in the construction design record drawings to include but not limited to; demolition of existing structures identified in the record drawings, removal of existing and installation of mechanical equipment, removal of existing and installation of electrical equipment, removal of existing and installation of plumbing infrastructure and fixtures, removal of existing and installation of structural as indicated on the record drawings, removal and installation of fire suppression system, interior/exterior painting to include prep work, new flooring and landscaping throughout the identified construction zone as indicated in the construction set of design drawings.

5.0 SCOPE OF SERVICES

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

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

Scope:

- 1. Demolition**
- 2. Civil Site Work**
- 3. Structural**
- 4. Mechanical**
- 5. Electrical**
- 6. Plumbing**

6.0 SELECTION AND AWARD PROCESS

The intent of this RFP is to solicit interest from the Tulalip contracting community in the construction of the **Quil Ceda Creek Counseling Center** located at **6330 31st Ave NE Suite 101, Tulalip, WA 98271**. Selection will be made based upon the evaluation of the contractor's or team's capability and cost of the project.

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

1. The Tulalip Contractors submitting a proposal will be scored and ranked on the basis of the evaluation criteria set forth in the Instruction to Bidders 3.5.
2. The Tulalip Tribes reserves the right to check references of the Contractor(s) at any time during the selection process. Should the information obtained during the reference checks cause concern regarding the firm's past performance or their ability to successfully perform the contracts to be executed based on the requirements of this RFP, the Tulalip Tribes has the sole discretion to determine a Contractor is not qualified for the Project. References can include The Tulalip Tribes, provided the Contractor has performed past project with the Tulalip Tribes, and others whether specifically listed by the proposing firm or not.

7.0 SUBMISSION FORMAT

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

1. TERO Certification: Native American Owned Businesses (NAOBs) submitting proposals shall submit evidence of certification from the Tulalip Tribes' TERO (Tribal Employment Rights Ordinance) office as being a certified NAOB or Tulalip Tribal Member NAOB with their Submission in order to obtain the preferences provided for in this RFP.

2. Proof of Bond and insurance

3. Washington State Contractors licenses

4. Detailed cost estimate

8.0 FINAL SELECTION

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

9.0 PRECONSTRUCTION PHASE WORK PLAN

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

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

10.0 RIGHT OF REJECTION

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

11.0 PRODUCT OWNERSHIP

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

12.0 LICENSING REQUIREMENTS

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

Contractor shall be licensed by the State of Washington.

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

13.0 SUBMISSION DEVELOPMENT COST

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

14.0 SCHEDULE

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

Notice to Bidders	September 7 th , 2021
Mandatory Pre-Bid Meeting	September 13 th , 2021
Questions to Construction Manager By	September 23 th , 2021
Bids Due	October 5 th , 2021 @ 2:00 P.M.
Selection by	October 11 th , 2021

Questions may be delivered by electronic mail. All requests for interpretation shall be brought to the attention of the Construction Manager in writing no later than Question Due date September 23th, 2021, indicated above.

Questions should be addressed to:

Lukas Reyes
Quil Ceda Village Project Management
8802 27th Ave NE
Tulalip, WA 98271
Email: lreyes@tulaliptribes-nsn.gov
Office# (360) 716-5022
Cell# (360) 631-7996

INSTRUCTIONS TO BIDDERS

Article 1.0 – 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 to give preference to Indians in contracting goods and services. Bidders 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 of \$10,000 or more, operating within the exterior boundaries of the Tulalip Reservation or on Tribal Projects off the Reservation, the Contractor shall pay a one-time Fee 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 of less than the \$10,000, but subsequent changes in the Work increases the total Contract / Project amount to \$10,000 or more, the TERO Fee shall apply to the total amount including increases.

1.1.3. The General Contractor 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 / Project. However, where good cause is shown, the TERO Representative may authorize the General Contractor to pay said fee in installments over the course of the contract, when:

1.1.3.1. 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. Whenever an employer or union would be required by any provision of The Tulalip Code, Chapter 9.05 – TERO Code to give preference in employment, such preference shall be given to the following persons in the following enumerated order:

(a) Enrolled Tulalip Tribal Members

(b) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).

(c) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.

(d) Spouse of federally recognized Native American

(e) Regular current employees of the all Tulalip Tribal entities

(f) Other

Where prohibited by applicable Federal law or contractual agreements, the above order of preference shall not apply. In such cases, preference shall be given in accordance with the applicable Federal law or contract.

- 1.1.5. 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.
- 1.1.6. 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. The Tulalip Code, Chapter 9.05 - TERO Code is available for review on the Tulalip TERO website:
<http://www.tulaliptero.com>.
- 1.1.7. The following requirements apply to the Bid Award Criteria and Procedures for the Project:
 - 1.1.7.1. Bidding is restricted to Tulalip TERO certified Native American Owned Businesses.
 - 1.1.7.2. The Contract will be awarded based on the “Weight of Award” point system pursuant to paragraph [IB 3.5.2](#).
 - 1.1.7.3. Minimum TERO Participation Requirements for Employment:
 - 1.1.7.3.1. **A minimum of thirty percent (30%) of the entire project work force shall be “Preferred Employees” as defined in The Tulalip Code, Chapter 9.05 - TERO Code.**
 - 1.1.7.3.2. The total number of “Preferred Employees” employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.
 - 1.1.7.3.3. Bidders are encouraged to exceed the minimum requirement for employment.
 - 1.1.7.4. Minimum TERO Participation Requirements in contracting with Tulalip Tribal Member NAOB Subcontractors and Suppliers:
 - 1.1.7.4.1. **Bidder shall contract with a minimum number of three (3) certified Tulalip Tribal Member NAOB firms to be considered responsive and responsible.**
 - 1.1.7.4.2. **The total value of Tulalip Tribal NAOB or organizations contracted work shall be a minimum of fifteen percent (15%) of the total Bid Proposal Price.**
 - 1.1.7.4.3. Bidders are encouraged to exceed the minimum requirements for Tulalip Tribal Member NAOB Subcontractors and Suppliers.

- 1.1.7.4.4. Bidders shall list their Tulalip Tribal Member NAOB Subcontractors and Suppliers on the Bid Form in Section IV A, pursuant to paragraph [IB 3.5.6](#).
- 1.1.7.5. Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.7.5.1. Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.7.5.2. Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B, pursuant to paragraph [IB 3.5.6](#).
- 1.1.7.6. Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph [IB 1.1.7](#).

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 General Contractors Construction Manager shall be 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.
- 1.2.3. The Bidder agrees that the Bidder will make no request for additional compensation or mitigation of Liquidated Damages for any such interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of time which may be provided by the Tulalip Tribes of Washington in accordance with the Contract Documents.

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.
 - 1.3.1.1. All notices provided to the Bidder from the Construction Manager shall be copied to the Architect.
 - 1.3.1.2. All notices provided to the Bidder from the Architect shall be copied to the Construction Manager.
 - 1.3.1.3. All notices provided to the Architect from the Bidder shall be copied to the Construction Manager.

- 1.3.1.4. All notices provided to the Construction Manager from the Bidder shall be copied to the Architect.
- 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 2.0 – BIDDING PROCEDURES

2.1. EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1. The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2. Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- 2.1.3. The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
 - 2.1.3.1. The condition, layout and nature of the Project site and surrounding area;
 - 2.1.3.2. The availability and cost of labor;
 - 2.1.3.3. The availability and cost of materials, supplies and equipment;
 - 2.1.3.4. The cost of temporary utilities required in the bid;
 - 2.1.3.5. The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
 - 2.1.3.6. The generally prevailing climatic conditions;
 - 2.1.3.7. Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.1.4. Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Tulalip Tribes of Washington and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder's own borings, test excavations and other subsurface information upon request made to the Construction Manager not less than ten (10) days prior to the opening of the bids.

2.2. PRE-BID MEETING

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

- 2.2.2. The Construction Manager, with the assistance of the Architect, shall prepare minutes of the pre-bid meeting for the Project record, which will be provided to a Bidder upon request.
- 2.2.3. Failure of the Bidder to attend the pre-bid meeting, or to obtain the minutes thereof, which results in the Bidder not being fully acquainted with the requirements of the Project, will not be considered as a basis for additional compensation.
- 2.2.4. If not given in the Notice to Bidders, notice of the time and place of any pre-bid meeting to be held will be given by the Engineer to each person of record holding Contract Documents.

2.3. INTERPRETATION

- 2.3.1. If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the current International Building Code, the Bidder shall submit a written request to the Engineer, through the Construction Manager, for an interpretation or clarification.
 - 2.3.1.1. The Bidder shall be responsible for prompt delivery of such request.
 - 2.3.1.2. In order to prevent an extension of the bid opening, the Bidder is encouraged to make all requests for interpretation or clarification a minimum of seven (7) days before the bid opening.
- 2.3.2. If the Architect determines that an interpretation or clarification is warranted, the Architect shall issue an Addendum and the Construction Manager shall provide a copy to each person of record holding Contract Documents in accordance with paragraph [IB 1.3](#). Any Addendum shall be deemed to have been validly given if it is delivered via facsimile, issued and mailed, or otherwise furnished to each person of record holding the Contract Documents. If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.
- 2.3.3. Any interpretation or clarification of the Contract Documents made by any person other than the Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.

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

2.4. STANDARDS

- 2.4.1. The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind quality or performance requirement shall be known as Standards and all bids shall be based upon those Standards.
- 2.4.2. Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.5. BID FORM

- 2.5.1. **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.**
- 2.5.1.1. **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.**
- 2.5.1.2. 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.
- 2.5.2. The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.
- 2.5.2.1. 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.
- 2.5.2.2. Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.

- 2.5.3. When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Tulalip Tribes of Washington reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.
- 2.5.3.1. If no change in the bid amount is required, indicate "No Change" or "\$0 dollars".
- 2.5.3.2. Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected.
- 2.5.3.3. If an Alternate is not selected, an entry by a Bidder as listed in paragraph [IB 2.6.3.2](#) on that Alternate will not, by itself, render a Bidder nonresponsive.
- 2.5.3.4. In a combined bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the bid to be rejected as nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.
- 2.5.4. 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.
- 2.5.5. 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.

2.6. REQUIRED SUBMITTALS WITH BID FORM

- 2.6.1. A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:
- 2.6.1.1. If the Bid is restricted to certified Tulalip Tribal Member NAOBs or NAOBs, then Bidder shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified NAOB for the identified NAOB category.
- 2.6.1.2. A Power of Attorney of the agent signing for a Surety which is licensed in Washington, when a Contract Bond is submitted.

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

2.7. UNIT PRICES

- 2.7.1. When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.
- 2.7.2. Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.
- 2.7.3. Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.
- 2.7.4. The Bidder agrees that the Tulalip Tribes of Washington may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.
- 2.7.5. Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.
- 2.7.6. If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Tulalip Tribes of Washington or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

2.8. CHANGE IN THE BID AMOUNT

- 2.8.1. Any change to a previously submitted bid shall be made in writing and must be received by the Tulalip Tribes of Washington before the time scheduled for the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.
- 2.8.2. Changes shall provide an amount to be added or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.

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

2.9. COPIES OF THE DRAWINGS AND SPECIFICATIONS

- 2.9.1. The Contractor shall maintain at the Project site the general building permits and one (1) complete set of Drawings and Specifications approved by the Tribe, city, local or state building department having lawful jurisdiction over the project.
- 2.9.2. Unless otherwise specified in the Contract Documents, the Engineer, through the Construction Manager, shall furnish to the Contractor, free of charge, five (5) sets of Drawings and Specifications.

ARTICLE 3.0 – 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. If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the scope of Work or Contract and the date of the bid opening shown on the envelope.
- 3.1.3. No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.

3.2. BID OPENING

- 3.2.1. Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read aloud and the tabulation made public.
- 3.2.2. The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

3.3. BID OPENING EXTENSION

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

3.4. BID EVALUATION CRITERIA

- 3.4.1. The 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 pursuant to paragraph [IB 3.5.1](#) or the most responsive and responsible Bidder 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 Tribal Ordinances or Codes.
- 3.5.1.1. In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington determines to accept.
- 3.5.1.2. If the Request for Bid Proposal is not restricted to certified NAOB firms preference in the Bid Award will be given to the certified NAOB firm with the lowest responsive bid if that bid is within budgetary limits established for the project or activity for which the bids are being taken and no more than 5% higher than the bid prices of the lowest responsive bid from any certified non-NAOB bidder as set forth in The Tulalip Code, [Chapter 9.05 - TERO Code paragraph 9.05.340 \(3\)](#).
- 3.5.1.3. The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.
- 3.5.1.4. If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Tulalip Tribes of Washington reserves the right to select one Bidder in the following manner:
- 3.5.1.4.1. If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms and a majority of the funds used to pay contract or subcontract are derived from Tulalip Tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

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

3.5.1.4.3. If the Request for Bid Proposal is not restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip Tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firm; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.

3.5.2. Should it be determined by the Tulalip Tribes of Washington to base 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. Bid evaluation provisions pursuant to paragraphs [3.5.1.1](#) through [3.5.1.4](#), inclusive, shall continue to apply as part of the “Weight of Award” points system. The following “Weight of Award” points shall be applied to the various bid items outlined in the Bid Form:

DESCRIPTION	WEIGHT OF AWARD
Base Bid Proposal Amount	55 Points
Section I – Key Employees of Bidder	5 Points
Section II – Trade Preferred Employee(s)	10 Points
Section IV – List of Lower Tiered Subcontractor(s) and or Supplier(s)	30 Points Total (A) and (B)
Section IV A – List of Tulalip Tribal Member NAOB subs or suppliers	20 Points (A)
Section IV B – List of NAOB subs or suppliers	10 Points (B)
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.
- 3.5.3.1. Key Employees are employees who are in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer.
- 3.5.3.2. To be eligible for the award of points under this section Preferred Key Employees of Bidder shall be employed by the Bidder on the Project for 100% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 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.
- 3.5.4.1. To be eligible for the award of points under this section Preferred Employees shall be employed by the Bidder on the Project for a minimum of 90% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 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 certified NAOB 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 certified NAOB 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 certified NAOB and ten-percent (10%) of the value of the work purchased through a certified NAOB material supplier in the determination of awarded points related to Section IV.

- 3.5.6.1. It is the expressed intent of paragraph [IB 3.5.6](#) to encourage Bidders to contract with certified NAOB Firms in which the Bidder and enterprise or organization have no proprietary relationship (“Unrelated NAOB”). Points will only be awarded for contracting with Unrelated NAOB Firms.
 - 3.5.6.2. In determining the award of points under paragraph [IB 3.5.6](#), Lower tiered NAOB Firms shall have no proprietary relationship with other lower tiered NAOB Firms.
 - 3.5.6.3. In determining the award of points under paragraph [IB 3.5.6](#), equipment (unoperated) and tool rentals shall be considered as a supplier. Trucking (Dump, Low-boy, Long haul, etc.) and Operated Equipment Rental shall be considered as a subcontractor.
 - 3.5.6.4. When [Section IV – LIST OF LOWER TIERED SUBCONTRACTOR\(S\) AND OR SUPPLIER\(S\)](#) is further defined by paragraph [IB 1.1.7](#), which may include minimum requirements for contracting with Tulalip Tribal Member NAOB firms and NAOB firms, the provisions of paragraph [IB 3.5.6](#) shall be applied to Tulalip Tribal Member NAOB and NAOB categories as defined by The Tulalip Code, Chapter 9.05 - TERO Code.
- 3.5.7. In determining whether a Bidder is responsible, factors to be considered include, without limitation:
- 3.5.7.1. Whether the Bidder’s bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.
 - 3.5.7.2. Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
 - 3.5.7.3. Preferences required by Tribal Ordinances, Codes, or Laws;
 - 3.5.7.4. The experience of the Bidder;
 - 3.5.7.5. The financial condition of the Bidder;
 - 3.5.7.6. The conduct and performance of the Bidder on previous contracts;
 - 3.5.7.7. The facilities of the Bidder;
 - 3.5.7.8. The management skills of the Bidder;
 - 3.5.7.9. The ability of the Bidder to execute the Contract properly;
 - 3.5.7.10. The evaluation of a bid below the median of other bids pursuant to paragraph [IB 5.2](#).

- 3.5.7.11. Bidder's commitment to Safety and worker training.
- 3.5.8. The Construction Manager may obtain from the lowest or most responsive and responsible Bidder, as applicable, and such other Bidders as the Construction Manager determines to be appropriate any information appropriate to the consideration of factors showing responsibility, including without limitation the following:
- 3.5.8.1. The two most responsive and responsible bidders will be requested to submit further documentation for both TERO Preferred Employment and the Tulalip Tribal Member NAOB and NAOB Subcontractor and Suppliers utilization commitments listed on the Bidder's Bid Form.
- 3.5.8.1.1. Supplemental Documentation to be submitted to for each TERO Preferred Employee listed on the Bid Proposal Forms includes, but is not limited to:
- 3.5.8.1.1.1. Proof of Enrollment issued by a Federally Recognized Indian Tribe or Alaska Native Corporation; or
- 3.5.8.1.1.2. A signed letter issued by the Tulalip TERO Office certifying that the listed individuals are Preferred Employees.
- 3.5.8.1.1.3. Bidders shall provide a project staffing plan or a manpowered loaded schedule for the project identifying when the Preferred Employees will be employed on the project and the duration thereof.
- 3.5.8.1.2. Additional information to be submitted to for each NAOB listed on the Bid Form includes, but is not limited to:
- 3.5.8.1.2.1. Correct business name, federal employee identification number (if available), and mailing address.
- 3.5.8.1.2.2. List of all bid items assigned to each successful Tulalip Tribal Member NAOB or NAOB firm, including unit prices and extensions (if applicable).
- 3.5.8.1.2.3. Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB firm specifying the distinct elements of work to be performed by the Tulalip Tribal Member NAOB or NAOB firm and including the dollar value of the Tulalip Tribal Member NAOB or NAOB firm's portion.
- 3.5.8.1.2.4. Submit evidence of certification for the Tulalip Tribal Member NAOB or NAOB.

- 3.5.8.1.3. Total amounts shown for each Tulalip Tribal Member NAOB or NAOB firm shall not be less than the amount shown on the Bid Form. This submittal, showing the Tulalip Tribal Member NAOB or NAOB firm work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal Member NAOB or NAOB utilization certified on the Bid Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included on the Bid Form will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.
- 3.5.8.2. Overall experience of the Bidder, including number of years in business under present and former business names;
- 3.5.8.3. Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- 3.5.8.4. Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA, WISHA or other regulating entity [issues or citations](#) in the last ten (10) years;
- 3.5.8.5. Certified financial statement and bank references;
- 3.5.8.6. Description of relevant facilities of the Bidder;
- 3.5.8.7. Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- 3.5.8.8. Complete list of major subcontractors which the Bidder proposes to employ on the Project;
- 3.5.8.9. [Current Washington Workers' Compensation Certificate](#) or other similar type documentation supporting workers' compensation coverage;
- 3.5.8.10. [Worker's Compensation Rating for current](#) and previous 5 years; and
- 3.5.8.11. 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.

- 3.5.9. Each such Bidder's information shall be considered separately and not comparatively. If the lowest or most responsive Bidder, as applicable, is responsible, the Contract shall be awarded to such Bidder or all bids are rejected.
- 3.5.10. If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Tulalip Tribes of Washington shall follow the procedure set forth in paragraph IB 3.5.8 with each next lowest or most responsive Bidder, as applicable, until the Contract is awarded, all bids are rejected or all Bidders are determined to be not responsible unless award of the Contract was based upon a "Weight of Award" points system as defined in paragraph 3.5.2.

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.
- 3.6.2. A Bidder who is notified in accordance with paragraph IB 3.6.1 may object to such Bidder's rejection by filing a written protest which must be received by the Tulalip Tribes of Washington, through the Construction Manager, within five (5) days of the notification provided pursuant to paragraph IB 3.6.1.
- 3.6.3. Upon receipt of a timely protest, representatives of the Tulalip Tribes of Washington shall meet with the protesting Bidder to hear the Bidder's objections.
 - 3.6.3.1. No award of the Contract shall become final until after the representatives of the Tulalip Tribes of Washington have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Tulalip Tribes of Washington.
 - 3.6.3.2. If all protests are rejected in the Tulalip Tribes of Washington's discretion the award of the Contract shall be affirmed by the Tulalip Tribes of Washington or all bids shall be rejected.

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 4.0 – 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.

4.2. WITHDRAWAL AFTER BID OPENING

- 4.2.1. All bids shall remain valid and open for acceptance for a period of, at least, 60 days after the bid opening; provided, however, that within two (2) business days after the bid opening, a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, provided the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.
 - 4.2.1.1. Notice of a request to withdraw a bid must be made in writing filed with the Tulalip Tribes of Washington, through the Construction Manager, within two (2) business days after the bid opening.
 - 4.2.1.2. No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.
- 4.2.2. If a bid is withdrawn under paragraph IB 4.2.1, the Tulalip Tribes of Washington may award the Contract to another Bidder the Tulalip Tribes of Washington determines to be the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and advertise for other bids. If the Tulalip Tribes of Washington advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Tulalip Tribes of Washington finds that such costs would not have been incurred but for such withdrawal.
- 4.2.3. A Bidder may withdraw the Bidder's bid at any time after the period described in paragraph IB 4.2.1 by written notice to the Tulalip Tribes of Washington.

4.3. REFUSAL BY TULALIP TRIBES OF WASHINGTON TO ACCEPT WITHDRAWAL

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

4.3.1.1. The Tulalip Tribes of Washington shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4. REFUSAL BY BIDDER TO PERFORM

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

4.5. EFFECT OF WITHDRAWAL

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

4.5.2. The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Tulalip Tribes of Washington in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

ARTICLE 5.0 – BID ESTIMATE

5.1. BIDTOTALS

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

5.2. SUBSTANTIALLY LOW BID

- 5.2.1. No Bidder shall be responsible if the Bidder's bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is \$100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract where the estimate is less than \$100,000, unless the following procedures are followed.
 - 5.2.1.1. The Construction Manager and the Architect conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Architect shall submit a written summary of the interview to the Tulalip Tribes of Washington.
 - 5.2.1.2. The Tulalip Tribes of Washington reviews and approves the Bidder's responsibility pursuant to paragraph [IB 3.5.8](#).
 - 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 6.0 – CONTRACT BOND

6.1. CONTRACT BOND

- 6.1.1. 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.
- 6.1.2. 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.
- 6.1.3. 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.

ARTICLE 7.0 – 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 2010 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 GC Article 12;
- 7.3.4. If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;
- 7.3.5. Contractor signed Contract Form;
- 7.3.6. Completed and approved TERO Contracting and Subcontracting Compliance plan;
- 7.3.7. Current Tulalip Tribes Business License; and
- 7.3.8. Completed and signed Confidentiality Agreement.

7.4. NOTICE TO PROCEED AND SUBMITTALS

- 7.4.1. The 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. Contract Cost Breakdown;
 - 7.4.1.2. Preliminary schedule of Shop Drawings and Submittals;
 - 7.4.1.3. Outline of qualifications of the proposed superintendent; and

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

ARTICLE 8.0 – 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.

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CONFIDENTIALITY AGREEMENT

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

I / we, the undersigned, have been provided certain confidential and proprietary information (“*Confidential Information*”) regarding the Tulalip Tribes of Washington for the Project identified as **Quil Ceda Creek Counseling Center QCV-CP-21-003**. “*Confidential Information*” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

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

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

Agreed to and accepted:

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

BID PROPOSAL FORM

Project Name: Quil Ceda Creek Counseling Center Date of Bid: _____

Location of Project: 6330 31st AVE NE, Suite 101, Tulalip, WA 98271

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

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

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

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

1. _____ 2. _____

3. _____ 4. _____

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

BASE BID FOR PACKAGE Project #

QCV-CP-21-003 Quil Ceda Creek Counseling Center

(Weight of award 55 points)

					\$	\$	
						TOTAL	\$
						TERO TAX @ 1.75%	\$
						15% Contingency	\$
						SUBTOTAL	\$

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

BIDDER'S CERTIFICATION

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

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with Tribal Employment Rights Ordinance No. 60 and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with Tribal Contracting Ordinance No. 89 and give preference to certified, qualified Indian-owned enterprises and organizations in the award of contracts and subcontracts.

7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

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

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

BIDDERS NAMES**(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One)	Corporation	Partnership	Sole Proprietorship	Limited Liability Corporation
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Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

BIDDERS NAMES**(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One)	Corporation	Partnership	Sole Proprietorship	Limited Liability Corporation
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Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed) – (Weight of Award 5 points)

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

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed) – (Weight of Award 10 points)

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

SECTION III – PEAK WORK FORCE OF ALL EMPLOYEES ANTICIPATED TO BE EMPLOYED BY BIDDER AT THE PROJECT SITE IN THE PERFORMANCE OF THE WORK: (Insert Number of Employees below):

(Insert # of Employees):

SECTION IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) (Total of Sections IV.A and IV.B) – (Weight of Award 30 points)

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB**UBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) – (Weight of Award 20 points)**

			TYPE OF LOWER-TIER		TULALIP TRIBAL MEMBER NAOB	
NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				

SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed) – (Weight of Award 10 points)

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

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

BIDDER'S CERTIFICATION

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

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to certified, qualified Indian-owned enterprises and organizations in the award of contracts and subcontracts.

7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders..
9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

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

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

(Remainder of Page Intentionally Left Blank)

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

(Remainder of Page Intentionally Left Blank)

Certification for Federal-Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. **Submission of this certification is a prerequisite for making or entering into this transaction** imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting her or his bid or proposal that she or he shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,00.00 and that all such sub-recipients shall certify and disclose accordingly.

(Remainder of Page Intentionally Left Blank)

BIDDERS NAMES**(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One)	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input type="radio"/> Sole Proprietorship	<input type="radio"/> Limited Liability Corporation
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Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

BIDDERS NAMES**(PRINT):**

Authorized Signature:

Title:

Company Name:

Mailing Address:

Telephone Number:

Fax Number:

Where Incorporated:

Type of Business (Circle One)	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input type="radio"/> Sole Proprietorship	<input type="radio"/> Limited Liability Corporation
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Tulalip Business License #:

State of Washington Contractor's License Number:

Federal ID Number:

Contact Person for Contract Processing:

END OF BID FORM

NAOB WRITTEN CONFIRMATION

Native American Owned Business (NAOB) Written Confirmation Document

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

Contract Title: _____

Bidder's Business Name: _____

NAOB's Business Name: _____

NAOB Signature: _____

**NAOB's Representative
Name & Title:** _____

Date: _____

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

Description of Work: _____

Amount to be Awarded to NAOB: _____

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

Tulalip TERO MISSION STATEMENT

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

Information

6404 Marine Drive, Tulalip, WA 98271 (48.05478169899466, -122.25855222241384)

Office: (360) 716-4747

Fax: (360) 716-0612

Alternate Fax: (360) 716-0249

Driving Direction from Seattle:

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

Driving Direction from Mount Vernon:

Go South on highway I-5. At exit 199, turn RIGHT onto Ramp and bear RIGHT (West) onto Marine DR NE. Turn RIGHT (North-East) onto 64th Street NW.

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

Tulalip TERO office requires businesses to:

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

FREQUENTLY ASKED QUESTIONS

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

1. WHAT IS THE PURPOSE OF TERO?

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

2. WHY IS THERE A NEED FOR TERO?

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

3. WHAT ARE THE BASIC REQUIREMENTS OF TERO?

All employers operating within tribal jurisdiction are required to provide Indian preference in employment, training, contracting, and subcontracting. Following are the major provisions and requirements found in most TERO Codes that employers must adhere to:

- A.** To ensure Native preference, employers need to submit and negotiate a detailed compliance plan of employer workforce needs with a TERO Compliance Officer.
- B.** To utilize the TERO skills banks for all referrals and consider Native applicants before interviewing or hiring any Non-Native worker.
- C.** To negotiate with the TERO Compliance Officer(s) the specific number of Natives in each job classification and to cooperate with tribal training programs to hire a certain number of trainees.
- D.** To eliminate all extraneous job qualification criteria or personnel requirements which may act as a barrier to Native employment. TEROs are guided by EEOC guidelines for verifying legitimate [Bona-fide Occupational Qualifications](#) (BFOQ's).
- E.** To keep in contact with the TERO office in order to resolve any employee problems and issues.
- F.** To acknowledge and respect tribal religious beliefs and cultural difference and to cooperate with TERO to provide reasonable accommodations.
- G.** All employers who have collective bargaining agreements with one or more unions must secure a written agreement from their unions indicating that they will comply with TERO.
- H.** The TERO certified worker shall be treated the same as the other employees. There will be a Zero tolerance to discrimination within the boundaries of the Tulalip Reservation.

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

4. WHAT IS A COMPLIANCE PLAN?

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

5. WHAT TERO REQUIREMENTS ARE THERE IN CONTRACTING BIDS?

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

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

Yes, on tribally funded projects TERO can require Tribal member preference. This is permissible under Federal law because tribes are exempt from [Title VII of the Civil Rights Act](#), [Executive Order 11246](#) and most other employment rights legislation. Native American preference is permissible under some federal laws i.e., [Indian Self Determination Act](#), [Buy Indian Act](#) and under most federal laws.

7. WHAT IS THE EXTENT OF TERO JURISDICTION?

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

8. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

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

9. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?

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

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

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

11. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?

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

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

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

- A.** Deny such party the right to commence business on the reservation;
- B.** Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation;
- C.** Terminate or suspend party's operation and deny them the rights to conduct further business on the reservation; and or
- D.** Order any party to dismiss any illegally hired Non-Natives, take action to ensure future compliance and to make back payment of any lost wages be paid to the TERO certified Native Americans.

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

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

It is important to note that only one appeal to a TERO commission and tribal court decision has ever been appealed to the federal court. The case ended at the Ninth Circuit Court of Appeals and Appellate that upheld the TERO complaint and the Tribal Courts decisions.

14. ARE TERO FEES LEGAL?

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

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

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

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

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

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

- A. [The Civil Rights](#) Handbook.
- B. [The Job Training and Partnership Act](#).
- C. [The Small Business Administration 8\(a\) Program](#).
- D. [Public Law 93-638](#), the Indian Education Assistance and Self-Determination Act of 1974.
- E. HUD Regulations.
- F. BIA Acquisition Assistance Agreement 84-1.
- G. [EEOC](#) / [TERO](#) Contracts.
- H. [OFCCP](#) Indian Employment Initiative. ([FAQs](#) and [Statues](#))
- I. [FHWA ISTEA "Indians in Highway Construction Initiative"](#).
- J. Indian Health Service Alaska Native Hiring Agreement.
- K. US DOL/BAT Notice 84-1.
- L. Indian Education Impact and Programs under PL 81-815 (Construction) and PL 81-874 (OPS/Admin).

CONTRACTORS

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

TERO ACKNOWLEDGMENT:

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

TERO LIAISON:

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

NATIVE AMERICAN OWNED BUSINESS (NAOB) REGISTRY:

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

TERO COMPLIANCE PLAN:

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

COMPLIANCE PLAN WORKFORCE / KEY EMPLOYEE:

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

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

Key employee: One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. A maximum of twenty-five percent (25%) of the work force may be considered key. A key employee has been on the employers' or contractors' annual payroll for a period of one year continuously in a supervisory capacity, or is an owner of the firm. An employee who is hired on a project-by-project basis shall not be considered a key employee.

TERO HIRING HALL & RECRUITMENT EFFORTS:

Requirement: Contractor or employer is required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of (78) seventy-eight hours to furnish a qualified referral. Furthermore contractors and employers are required to provide TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience / skill requirements, employment screening procedures and anticipated duration of employment.

NATIVE PREFERENCE:

Requirement: While working on, or near the Tulalip Reservation contractors and employers must give preference to qualified, native applicants for all employment positions. The order of preference shall be given to the following persons in the following enumerated order:

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

Exception: Where prohibited by applicable Federal Law, the above order of preference set out in subsection 4.2, shall not apply. In such cases preference shall be given in the following enumerated order:

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

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

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

JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMODATIONS:

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

TRAINING:

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

LAY-OFFS:

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

DISCIPLINARY ACTIONS & TERMINATIONS:

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

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

NOTE:

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



Title 9

EMPLOYMENT AND CONTRACTING

Chapters:

9.05 TERO Code

9.10 *Repealed*

9.15 Workers' Compensation

9.20 Right to Work

9.25 Tulalip Employment

9.30 Qualified Medical Leave

9.35 Drug and Alcohol Free Workplace



Chapter 9.05

TERO CODE

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9.05.020 Glossary.

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9.05.010 Introduction.

The Tulalip Tribes Board of Directors finds that employment discrimination against Native Americans (hereafter Natives) persists despite a large number of Native and non-Native owned businesses employing skilled and nonskilled workers. The Tulalip Tribes Board of Directors further finds that jobs in businesses and other economic opportunities on or near the Tulalip Indian Reservation are important resources to which Natives have unique preferential rights and therefore, to implement the unique employment rights of Natives, established a Tribal Employment Rights Commission and Tulalip Tribal Employment Rights Office to achieve its goals and policies.

The Tulalip Tribes (hereafter the “Tribes”) enacts this chapter (hereafter the “code”) pursuant to its inherent sovereign powers to create law that promote unique employment and contracting preference that provide Native American and Tulalip Tribal member preference, on Indian lands within the jurisdiction of the Tulalip Tribes.



Under this code, the Tulalip Tribal Employment Rights Office (hereafter “TERO”) operates as an employment hiring agency. TERO provides preferential employee dispatch, referral services and skills training. TERO also has the authority to regulate and enforce preference in employment, contracting, and economic development opportunities under this code.

This code is separated into the following sections in order to provide comprehensive application of the employment and contracting laws as they apply within the TERO jurisdiction, as listed below:

- (1) Article I – General Provisions. Purpose and authority of TERO and general requirements of this code.
- (2) Article II – Contractor Requirements. Provides preference in contracting/employment.
- (3) Article III – Tulalip Tribal Entities Construction Procurement. Provides preference in contracting and procurement in all Tribal entities and divisions.
- (4) Article IV – Certification of Native American Owned Businesses (NAOB). All aspects of certification of Native American Owned Businesses.
- (5) Article V – Enforcement. Allows enforcement of provisions of this code and outlines due process requirements.

This code repeals and replaces Tulalip Tribal Employment Rights Ordinance Nos. 60 and 89. Amendments to this code will be reviewed and approved first by the TERO Commission prior to approval and adoption by the Tulalip Tribes Board of Directors. [Res. 2014-446; Res. 2012-257].

9.05.020 Glossary.

This glossary has the definitions of the terms as they apply to the provisions of this code. Any word or term not defined in this section shall be used with the meaning of common or standard use as determined by a current edition of Webster’s Dictionary.

- (1) “Agency” shall mean the main business organization; that may or may not have subdivisions or subsidiaries.
- (2) “Board of Directors” means the governing body of the Tulalip Tribes that consists of seven elected Tribal member officials.
- (3) “Business” means a company or other organization that buys and sells goods, makes products, or provides services.
- (4) “Business necessity” means necessary job duties pertaining to industry standards or a legitimate business requirement that is necessary to perform certain work or complete a job.
- (5) “Certification,” as it pertains in this code, means certifying that a business has a minimum percentage of Native American ownership to qualify as a NAOB.
- (6) “Change order” means proposed changes in a contract outside the scope of work.



- (7) “Civil Rights Commission” means a state organization that protects civil rights.
- (8) “Commission” means the Tulalip TERO Commission, which consists of five elected Tribal members; that is the judicial body that oversees the TERO program.
- (9) “Commissioner” means a member of the Tulalip Tribal Employment Rights Commission.
- (10) “Company” shall mean business, corporation, or firm that is engaged in business.
- (11) “Compliance plan” means a binding agreement between the contractor and TERO.
- (12) “Compliance Officer” means a TERO representative who enforces TERO codes, rules and regulations.
- (13) “Conduit” means a certified business which agrees to be named as a subcontractor on a contract in which such certified business does not perform the work but, rather, the work is performed by the prime contractor, prime consultant, material supplier, purchasing contractor, or any other noncertified business.
- (14) “Contract” means a formal legal binding agreement between two parties outlining deliverables and responsibilities.
- (15) “Contracting agency” means the main organization or owner that is offering a contract and is responsible for compliance with the provisions of this code.
- (16) “Contractor” means organization or individual that contracts with another organization to perform work.
- (17) “Court” means the Tulalip Tribes Tribal Court.
- (18) “Decertification” means the un-certifying of a NAOB by the Commission; removing the business off the NAOB registry, and denying preference.
- (19) “Director” means the Director of TERO Department.
- (20) “Dispatch” means a TERO document that is given to an individual when they are sent out for employment at a job site or company.
- (21) “Due process” means the right to defend yourself against allegations through a fair non-biased process.
- (22) “EEOC” means the Equal Employment Opportunities Commission.
- (23) “Employee” means a person who works for another for payment or other compensation. For the purposes of this code, an employee is not an independent contractor. An employee may also be referred to as a “worker” in this code.
- (24) “Employer” means any individual, business, company, entity, contractor or subcontractor employing one or more persons.



(25) “Employment discrimination” means discrimination on the basis of protected category that affects the terms, conditions and privileges of employment.

(26) “Entities” shall mean subsidiaries or subdivisions of an organization or agency.

(27) “Front” means a business that claims to be eligible for certification but is not in fact legitimately owned and controlled by a Native American.

(28) “General contractor” means an organization or individual that contracts with another for the construction of a building, road or other facility.

(29) “Immediate family member” means spouse, parents, children, grandparents, grandchildren, brothers and/or sisters, or any member of the immediate household.

(30) “Injunctive order” means a Commission order to require a person to do or cease doing a specific action.

(31) “Jurisdiction of TERO” means the power, right, or authority to interpret, apply and enforce the provisions of this code within the boundaries of the Tulalip Reservation and on Tribal projects that are located off Reservation.

(32) “NAHASDA” means Native American Housing Assistance and Self-Determination Act that is a Federal law.

(33) “NAOB” means (a) Native American owned business that has been certified by Tulalip TERO; or (b) any business that is owned by the Tulalip Tribes in which the Tulalip Tribes exercises majority control of the business and is substantially involved in the day-to-day management and operations.

(34) “NAOB registry” means list of (a) Native American owned businesses that have been certified by TERO and (b) any Tulalip Tribally owned NAOB set forth under subsection (33) of this section.

(35) “Native American” means any person who is a member of a Federally recognized Indian tribe, nation, or band, including members of Federally recognized Alaskan Native villages, communities or corporations.

(36) “OFCCP” means the Office of Federal Contract Compliance Programs.

(37) “Pass-through,” for the purpose of this code, means a business that does not have the expertise to self-perform any of the work, does not receive the benefit of mentoring or gaining knowledge, and subcontracts all the work out. This includes vendors that buy goods and resell them, that do not have their own stock, inventory or expertise on the products they sell.

(38) “Personnel or human resource (HR) policies” means policies that govern the internal personnel policies of its employees.

(39) “Preferred or preference employees” means employees who receive preference under the tier categories.



- (40) “Preference tier” means a list of the order in which preference is assigned.
- (41) “Qualified/technically qualified” means a company or person who, by possession of a recognized degree, certificate, or professional standing, or who has sufficient knowledge, training, experience, and has successfully demonstrated his ability to perform or complete the work, or the project.
- (42) “Recusal/recuse” means voluntarily stepping aside due to conflict of interest.
- (43) “Reservation” means all lands and waters within the exterior boundaries of the Tulalip Indian Reservation or within the jurisdiction of the Tulalip Tribes.
- (44) “Responsible bidder” means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, capability, capacity, and experience. A bidder who submits a bid or proposal below the bidder’s cost of performing the contract, producing the product, or providing the service shall not be considered a responsible bidder.
- (45) “Responsive bidder” means a party who submits a bid which meets the specifications and qualifications.
- (46) “Retaliation” means to hurt somebody in return or deliberately harm somebody in response or revenge or reciprocate for a harm or perceived harm that another person has done. Retaliation occurs when an employer or individual takes an adverse action against another individual.
- (47) “RFB” means request for bid.
- (48) “RFP” means request for proposal.
- (49) “Skills bank” means a database which holds applicants’ information for employment opportunities.
- (50) “Spouse” means a legally married husband or wife, or a legal domestic partner, but does not include a person separate or apart and who has filed in an appropriate court a petition for legal separation or dissolution of marriage or domestic partnership.
- (51) “Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of another’s contract.
- (52) “Suspend” means the suspension of a NAOB by the Commission.
- (53) “TERC” means Tribal Employment Rights Code.
- (54) “TERO” means Tribal Employment Rights Office.
- (55) “Tribal entity” means an entity, subdivision or business that is owned by or is under the direction of the Tribes.
- (56) “Tribal member” means any person who is an enrolled member of the Tulalip Tribes.



(57) “Tribes” means the Tulalip Tribes.

(58) “Unions” means an organization that represents a group of individuals in a specific trade.

(59) “Violation” means noncompliance with requirements or violating prohibited activities in this code. [Res. 2019-297; Res. 2014-446; Res. 2012-257].



Article I. General Provisions

9.05.030 Purpose.

The purpose of this code is:

- (1) To promulgate laws and rules for governing preference in employment and contracting within Tribal jurisdiction.
- (2) To assist with compliance under this code and enforce the laws governing employment preference and contracting preference.
- (3) To provide a fair, enforceable, and effective system for contracting, subcontracting and purchasing supplies, services, labor and materials, where any part of the work will be performed on the Reservation or on Tribal projects off the Reservation.
- (4) To require contractors to utilize TERO dispatch in hiring within the boundaries of the Reservation or on Tribal projects off the Reservation.
- (5) To require a 1.75 percent TERO fee on the total aggregate cost of all construction over \$10,000. [Res. 2012-257 § 1.1].

9.05.040 Notification.

TERO shall make good faith efforts to educate all employees, employers, contractors, and the public on TERO and employment, hiring and preference laws. All contracting agencies and entities are required to notify contractors/subcontractors of their obligations under the TERO Code. Failure to receive notification, or ignorance of law, is not a defense in any enforcement action under this code. [Res. 2012-257 § 1.2].

9.05.050 TERO Commission members.

The TERO Commission (hereafter the “Commission”) is the administrative quasi-judicial body of five Tribal members who are elected by the Tulalip General Council, and shall serve under the guidance of the Tulalip Tribes Board of Directors (hereafter “Board of Directors”).

The Commission serves as the quasi-judicial and regulatory authority delegated with:

- Enforcement of the provisions of the TERO Code and other Native preference codes or policies (hereafter “code”) in accordance with applicable procedures.
- Implementation of the TERO quasi-judicial process.
- Overall guidance to the TERO program.

The Commissioners are subject to Chapter 1.15 TTC, Code of Ethics for Tulalip Tribal Commissioners, and other applicable policy or law.



(1) TERO Commissioner Candidate Qualifications. Every candidate seeking election to the TERO Commission must:

(a) Be an enrolled Tulalip Tribal member.

(b) Be 18 years of age or older.

(c) Not have been found guilty of any felony, or a misdemeanor involving controlled substances or dishonesty, in any Tribal, State, or Federal Court within three years prior to the election.

(2) Terms of Office. The TERO Commissioners shall be elected by the general membership of the Tulalip Tribes at the semiannual General Council meeting and shall serve staggered three-year terms.

Newly elected Commissioners shall be sworn in by the Tulalip Board of Directors at the next regular monthly Board meeting or as designated by the BOD.

(3) Election of Executive Officers. Election of Executive Officers shall take place at the next TERO Commission meeting after new Commissioners have been sworn in by the Tulalip Board of Directors. Executive Officers will be nominated and elected by the Commissioners by majority vote. The positions of the Chairperson, Vice-Chairperson and Secretary shall be held until the following year when new Commissioners are sworn in.

(4) Duties of the Executive Officers.

(a) The Chairperson shall:

(i) Call the meetings to order.

(ii) Preside over the meetings.

(iii) Sign all approved minutes and action items as needed.

(iv) In urgent situations, call for a special meeting in lieu of a scheduled meeting.

(v) Recognize speakers with their hands raised to maintain order.

(vi) Limit the time on a certain topic to stay on task.

(vii) Maintain point of order in the event the topic or speaker is out of order or inappropriate.

(b) Vice-Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall proceed over the meeting.

(c) The Secretary shall:

(i) Take notes and keep minutes of all meetings.

(ii) Record motions verbatim.



- (iii) Aide the Chairperson by compiling a list of the order of speakers.
- (iv) Review drafted minutes for approval prior to the next Commission meeting.
- (v) In the absence of the Chairperson and Vice-Chairperson, shall proceed over the meeting.
- (vi) Keep Commission attendance, late arrivals and leaving early record.
- (vii) Write Commission hearing decisions and order.

(5) Commissioner Vacancies. If a vacancy occurs on the Commission prior to the end of a term because of removal or resignation or for any other reason, the Board of Directors shall appoint the successor, unless the semiannual election is within four months, in which case a successor shall be elected at the next election. Candidates for such appointment and successors must meet all other qualifications for membership in the Commission.

Appointment or election to fill a vacant position shall be for the remainder of the term of the Commissioner being replaced.

(6) Resignation. A position on the TERO Commission shall be deemed vacant when a Commissioner resigns their position.

Any Commission member may resign at any time by delivering a written resignation to the Chairperson of the Commission, or if the Chair is resigning, to the Vice-Chair. The Commission shall provide notice to the Chairperson of the Tulalip Board of Directors and to the TERO Director. Such resignation shall be effective upon receipt, unless otherwise provided by the terms thereof and agreed to by the Commission.

(7) Removal. The Commission may recommend removing a Commissioner after majority vote, for the following reasons:

- (a) Inefficiency, negligence or carelessness in the performance of duty.
- (b) Conduct in bringing the Tribes in disrepute.
- (c) Soliciting or accepting bribes or favors.
- (d) The Commissioner fails to participate in three consecutive regular meetings without good cause, at the discretion of the other Commissioners.
- (e) Violations of laws and regulations.
- (f) Breach of confidentiality or conflict of interest.
- (g) Violation of the Commissioner Code of Ethics, Chapter 1.15 TTC.



(8) Removal Appeal. If the Commission recommends removal of a Commissioner, the Commission shall forward such recommendation and the grounds thereof to the Board of Directors. The Board shall review the recommendation and, if it concurs with the recommendation, they shall send out written notice of intent to remove the Commissioner and advise the Commissioner of their right to request a due process hearing prior to the removal becoming final. The request for a hearing must be received by the Tulalip Tribes Board of Directors Chairman no later than 10 days after the date of mailing of the notice of intent to remove the Commissioner. If no request for a hearing is received within 10 days, the removal shall be deemed final. If a timely request for a hearing is received, a hearing shall be scheduled and conducted in accordance with TTC 1.15.120. [Res. 2014-446; Res. 2012-257 § 1.3].

9.05.060 Powers of the Commission.

The Commission has the power, jurisdiction, and authority to:

- (1) Take all appropriate actions necessary to implement the provisions of this code.
- (2) Provide policy oversight and policy direction to the TERO Director.
- (3) Review policies, rules or regulations that may be in conflict with the provisions of the code and make amendment recommendations to the Board for approval.
- (4) Hold hearings and appeals in accordance with the provisions of the TERO Code.
- (5) Assist in presentations to educate the public on Native American employment and business preferential requirements.
- (6) Issue subpoenas, conduct hearings, order any relief or sanctions that are necessary and appropriate to enforce this code.
- (7) Review and recommend the annual TERO budget for Board of Directors approval. [Res. 2014-446; Res. 2012-257 § 1.4].

9.05.070 Recusal of Commission members.

No member of the Commission shall have contact with a complainant, witness or other interested parties regarding the specifics of an appeal prior to a Commission hearing. If a Commissioner is approached by a party, witness or any other interested person outside the formal hearing process, it shall be the duty of the Commissioner to explain they are prohibited from discussing any aspects of the complaint or appeal. If information pertaining to the appeal or matters at issue in a hearing is shared with a Commissioner, the Commissioner shall disclose the existence of such communications on the record prior to the hearing. If the communication involved sharing of evidence or argument regarding the appeal outside the hearing process, the Commissioner shall be recused from participating in the hearing.

A Commissioner shall not participate in any action, hearing, or decision where that Commissioner or their immediate family member has a financial or business interest (contractual or otherwise) in the transaction or entity involved in the hearing or is an employee of such entity. However, in appeals involving the Tulalip Tribes or its entities, Commissioners who are Tribal

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employees may participate unless they are an employee of the department or division of the Tribes that is involved in the contract or complaint at issue, or had other involvement in the actions that are the subject of the appeal, in which case recusal is required.

Commissioners may participate but must disclose on the record if any person with an interest in the hearing is, by blood or marriage, related by consanguinity in the third or fourth degree (uncles, aunts, nephews, great grandparents, cousins, great uncles and aunts and great-great grandparents).

In situations where recusal is not required, a Commissioner should nonetheless recuse themselves if the Commissioner believes that:

- (1) They cannot act fairly or without bias; or
- (2) There is an appearance that they cannot act fairly or without bias.

A Commissioner, the Commission, or other interested parties may request recusal of a Commissioner if they believe that a Commissioner is unable to act impartial and fair due to a relationship of any kind. In this circumstance, the other Commissioners may hear arguments and review evidence, including testimony, and make a determination on recusal by majority vote. The decision of the Commission shall be final and not subject to appeal.

Nothing in this code shall exclude a Commissioner from participating in or conducting business with the Tulalip Tribes, so long as the Commissioner is in compliance with Chapter 1.15 TTC, Code of Ethics for Tulalip Tribal Commissioners, or other applicable law and policy. [Res. 2014-446; Res. 2012-257 § 1.5].

9.05.080 Authority and responsibilities of TERO.

The TERO Department shall carry out the day-to-day administrative operations to enforce this code. The authority and duties shall include, but are not limited to, the following:

- (1) Implement and enforce the provisions of this code.
- (2) Administer the TERO program and budget.
- (3) Recommend regulations, amendments and agreements.
- (4) Develop, implement and enforce policies and procedures.
- (5) Investigate and process complaints alleging violations of this code to provide due process.
- (6) The Director shall represent TERO at Tulalip Board meetings, TERO Commission hearings and Tulalip Court proceedings.
- (7) Coordinate and provide reports for the Commission meetings.
- (8) Negotiate with contractors regarding their workforce requirements and TERO fee payment schedule.



(9) Provide education and training options, eliminate barriers to employment, and enhance employment opportunities for Native Americans.

(10) The TERO staff shall report administratively in accordance with the organizational chart, as approved by the Tulalip Board of Directors. [Res. 2014-446; Res. 2012-257 § 1.6].

9.05.090 Inter-governmental relationships.

(1) EEOC/OFCCP. The TERO Director, with approval from the Tulalip Board of Directors, is authorized to enter into cooperative relationships with Federal employment rights agencies, such as, but not limited to, Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contract Compliance Program (OFCCP). The purpose of entering into these agreements is to prevent discrimination in the workplace. Nothing in these agreements supersedes the authority of the TERO Director and/or staff to investigate, act, or refer complaints to the appropriate agency.

(2) Federal Requirements. Agencies shall ensure compliance with Federal preference or other preference regulations for projects using Federal funds. Such Federal requirements may restrict agencies from utilizing the TERO preference bidding process in certain circumstances, or utilizing other TERO processes that give specific Tribal preference under this code.

(3) NAHASDA Tribal Housing. Native American Housing Assistance and Self-Determination Act (NAHASDA) project wages shall not be paid less than those required by the U.S. Secretary of Labor under the Davis-Bacon Act (40 U.S.C.) for the locality in which the work is to be performed, or as per the Tribal wage scale rates approved by the Tulalip Tribes. [Res. 2014-446; Res. 2012-257 § 1.7].

9.05.100 Native American preference – Employment.

All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the Reservation, shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or Federal requirements restrict the preference specified below.

Preference shall be given in the order listed below:

(1) Enrolled Tulalip Tribal members.

(2) Spouses, parent of a Tribal member child, biological child born to an enrolled Tulalip Tribal member, current legal guardian of a Tribal member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a Tribal member in a domestic partner relationship (with documentation).

(3) Other Natives/Indians, which shall mean any member of a Federally recognized Indian tribe, nation or band, including members of Federally recognized Alaskan Native villages or communities.

(4) Spouse of Federally recognized Native American.



(5) Other. [Res. 2014-446; Res. 2012-257 § 1.8].

9.05.110 Native American preference – Contracting and procurement.

(1) All entities, businesses, companies, and contractors shall give preference to certified businesses on the TERO NAOB registry for procurement of goods and services and construction projects, and in compliance with applicable laws and policies as referred to in TTC 9.05.140. Preference is further restricted by the following:

When 100 percent of Tulalip Tribal funds are used for contracting or purchasing goods or services, so long as the bid is responsive, responsible and within budget, bids shall be awarded:

(a) first to a Tulalip Tribal owned NAOB, if qualified; then, (b) second to TERO certified Tulalip Tribal member NAOB, if qualified. For the purpose of this section, a “Tulalip Tribal member NAOB” is a business on the TERO NAOB registry that is 100 percent owned by a Tribal member or Tribal members, and shall be identified by TERO during the certification process in Article IV of this chapter. Preference shall be followed if there is neither (a) Tulalip Tribally owned NAOB qualified or otherwise able to do the work nor (b) Tulalip Tribal member NAOB qualified or otherwise able to do the work.

(2) Preference in bidding may also be given to certified businesses on the TERO NAOB registry by restricting bidding, limiting competition and/or other bid preference provisions as specified in this code. [Res. 2019-297; Res. 2012-257 § 1.9].

9.05.120 Exclusions.

(1) Homeowners that are building their own home are excluded from the construction contracting requirement. The definition of “home” as it applies in this section is defined as the main residence of an individual. Homeowners building secondary or multiple homes will not be eligible for the exclusion.

(2) Tribal, Federal and State projects where the work is performed by their regular permanent workforce are exempt from TERO requirements. However, TERO requirements shall apply to any work within these contracts that is contracted out. [Res. 2012-257 § 1.10].

9.05.130 Conflict of interest.

Any individuals shall be disqualified from any actions involving the decision process of employment or contracting where they have a personal interest or ownership in or involve an immediate family member. This may include personal relationships where there is a perception or appearance that they cannot act fair and without bias. [Res. 2012-257 § 1.11].

9.05.140 Application of other law and policy.

All persons, entities, agencies, contractors, and businesses under the jurisdiction of this code shall comply with all applicable Tribal laws and policies, including the Tribal Procurement Policies, and policies/SOPs that pertain to preference in employment, the workforce, workforce protection, contracting, and the purchase of goods and services. [Res. 2015-065; Res. 2014-446; Res. 2012-257 § 1.12].



Article II. Contractor Requirements

9.05.150 Preference provisions.

All businesses that advertise or solicit bids for projects, contracts, subcontracts, including written contracts to provide material, goods or services (procurement) shall give preference to qualified businesses listed on the TERO NAOB registry. Preference may be restricted or limited as required and/or allowed under this code.

The NAOB must be on the current TERO NAOB registry at or before the date the contract bid or proposal is due in order to qualify for preference on the contract.

The entity or contractor shall be prohibited from using excessive or unnecessary qualification criteria that exclude NAOBs.

This code shall not prevent the rejection of any bid or proposal on the grounds that the bid is nonresponsive or nonresponsible. [Res. 2014-446; Res. 2012-257 § 2.1].

9.05.160 Compliance responsibility.

All entities and/or persons engaged directly or indirectly in contracting are responsible to ensure that their contractors and subcontractors are in compliance with this code. [Res. 2012-257 § 2.2].

9.05.170 Compliance plan.

(1) All owners or contracting agencies and contractors, regardless of tier, shall be required to submit a TERO compliance plan within a minimum of 72 hours prior to commencing any work on the Reservation or on Tribal projects off the Reservation. No work shall commence until the compliance plan is approved by TERO. A compliance plan shall be used to monitor compliance with this code. Compliance plan requirements and goals may be tailored to the individual circumstances of the project or contractor in order to maximize TERO employment and NAOB contracting.

All contracting agencies/owners will be required to submit a contracting agency/owner compliance plan that will provide the TERO Department information regarding the project outline and total estimated project cost.

A compliance plan shall constitute a binding agreement, the terms of which shall be fully enforceable by TERO. Failure to obtain or adhere to the terms of an approved compliance plan, or supplying false information to TERO, shall subject the noncomplying party to monetary penalties of up to \$1,000 per violation per day. Penalties assessed may be appealed to the TERO Commission.

Contractors engaged in work without an approved compliance plan will be required to stop work until an acceptable plan for implementing their obligations has been submitted to TERO and has been approved.



If a contractor or subcontractor has failed to comply with the preference requirements, TERO and/or the Tribes shall not be liable for any losses incurred when a contractor is not permitted to commence work.

(2) Notwithstanding any other provisions to the contrary in this code, project specific compliance plan agreements may be executed between the Board and contractor or employer, to govern employment and contracting within the Tulalip Business Park development or Quil Ceda Village. The duration of a specific compliance plan agreement approved by the Board and a contractor or employer may be the term of the employer's lease or sublease, within the business park development or Quil Ceda Village. A project specific compliance agreement approved by the Board (a) may establish and govern the permanent or long term employment or contracting rights, responsibilities, liabilities, and obligations of the contractor or employer and subleases, contractors, subcontractors, vendors, and third party contracts of such contractor or employer under this code, (b) ensure due process for the contractor or employer, or (c) exempt the employer and any subleases, contractors, subcontractors, vendors, and third party contracts of such employer from other requirements, liabilities, and obligations of this code. [Res. 2014-446; Res. 2012-257 § 2.3].

9.05.180 Contractor job qualifications and requirements.

A contractor/subcontractor shall not create excessive and unnecessary job skill qualifications on TERO preference applicants, unless required by business necessity as determined by TERO. In this circumstance, the contractor/subcontractor shall submit a justification to TERO if requested by TERO. Nothing in this section shall preclude an applicant or TERO from challenging job requirements or criteria. TERO shall make a final determination on excessive and unnecessary job skill qualification, and require changes if necessary. [Res. 2012-257 § 2.4].

9.05.190 Workforce.

(1) Hiring Requirements. In accordance with the construction compliance plan, each contractor/subcontractor shall negotiate TERO preference hiring goals to maximize preference for positions outlined in the compliance plan.

Contractors/subcontractors shall not create unnecessary or excessive job skill requirements.

Employers shall give preference at all times so long as the worker is qualified. TERO may require a non-TERO worker be replaced if there is a qualified TERO worker available.

TERO reserves the right to negotiate up to 100 percent TERO hiring goals specifying the number of TERO workers the employer shall hire by craft and skill level.

Employers must contact TERO for employee dispatch 72 hours prior to commencing work to negotiate the workforce and to find qualified workers. If no TERO workers are available, the business may recruit from other resources. After receiving adequate justification, TERO will review and make a determination on a case-by-case basis to either approve or deny any exception from this requirement.



TERO is authorized in accordance with Article V of this chapter, Enforcement, to order removal and/or issue sanctions if any non-Native preference employees are not listed on the employer's approved compliance plan. In deciding whether the employee should be removed, the TERO shall consider whether any qualified Natives applied or were available for hire at the time the position was filled.

Apprenticeship programs and/or positions may be considered in meeting employment preference goals.

All construction contractors/employers shall compensate their employees at a rate not less than the approved Tulalip construction wage scale specified for their trade or the prevailing wage scale per contract requirements. If the company is signatory to a construction trade union, the current pay scale with benefits of that trade will be paid, unless otherwise specified through any other compliance plan or contract; provided, that it is not less than the Tulalip construction wage scale.

(2) Permanent and Key Employee. Prior to commencing work on the Tulalip Indian Reservation, a prospective employer and all contractors and subcontractors shall identify permanent and key employees.

(a) A permanent employee is one who is and has been on the employers' or contractors' annual payroll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.

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

(c) TERO will review permanent and key employees on a case-by-case basis to ensure no actions were taken to circumvent the requirements of this section.

(d) Nonpreferred permanent and key employee(s) shall not exceed 20 percent of the workforce. Permanent and key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

(3) Counseling and Support Programs. TERO will work with the employer to provide referrals for TERO preference employees for counseling and other support services to assist in retaining employment when determined necessary.

(4) Layoffs. TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees. [Res. 2014-446; Res. 2012-257 § 2.5].



9.05.200 Compliance monitoring.

All entities engaged in any aspect of business within the TERO jurisdiction shall submit reports and other information, including but not limited to contract documents, TERO approved certified payroll and personnel records, if requested by TERO. TERO shall have the right to make on-site inspections in order to monitor an entity's compliance. [Res. 2012-257 § 2.6].

9.05.210 Prohibited activities.

Contractors/subcontractors shall not:

- (1) Submit false or fraudulent information to TERO or a Tribal agency.
- (2) Knowingly make a false statement, whether by affidavit, verified statement, report, or other representation to a Tribal official or employee as it relates to contracting under this code.
- (3) Operate as a front or pass through company.
- (4) Prevent or interfere with a contractor's or subcontractor's compliance with this code.

This list is not exhaustive and violations of any other provision in this code shall be deemed a prohibited activity, and contractors/subcontractors who engage in prohibited activities, or commit any other violation in this code, shall be subject to penalties in accordance with Article V of this chapter. TERO may request any and all documentation deemed necessary by TERO, and determine whether or not a violation has occurred. [Res. 2012-257 § 2.7].

9.05.220 TERO fee.

- (1) The TERO fee is assessed for the privilege of conducting business on the Reservation or on Tribal projects off the Reservation and for the cost of assistance and enforcement under this code.
- (2) Every project or contract with total aggregate price of \$10,000 or more will be assessed a TERO fee of 1.75 percent of the total gross contract price.
- (3) The contracting agency or general contractor shall be the responsible party for paying the entire TERO fee for the project.
- (4) Upon completion of the compliance plan, the TERO Department may invoice the general contractor or contracting agency for the TERO fee with payment due within 14 days of the invoice. Lack of an invoice shall not relieve any obligation to pay the required fee. The TERO fee shall be paid in full, prior to commencement of any work. However, where good cause is shown, TERO may authorize installment payments to be paid over the course of the contract.
- (5) Fee collection enforcement and property seizure provisions shall be pursuant to enforcement provisions in Article V of this chapter. [Res. 2012-257 § 2.8].

9.05.230 Change order fee assessment.



If for any reason the cost of the project increases or decreases, the contracting agency or general contractor shall notify TERO of this change and any additional TERO fee shall be assessed and paid or refunded. [Res. 2012-257 § 2.9].

9.05.240 Construction trade unions.

Nothing herein shall constitute Tulalip Tribes recognition of any union or endorsement of any union activity, and unions have no jurisdiction or authority over any activities operated pursuant to the sovereign authority of the Tulalip Tribal Government. An employer, contractor or subcontractor having a collective bargaining agreement with one or more labor unions must obtain written agreement from said unions indicating that they will comply with this code, and the rules, regulations and orders of the TERO Representative. Until such agreement is filed with the TERO Representative, the employer shall not commence work on the Tulalip Reservation.

(1) Contents of Union Agreements. Every union agreement with a contractor must be filed with the TERO Representative and must provide:

(a) Preferred Employee Preference. The union shall give absolute preference to preferred employees in job referrals regardless of which union referral list they are on.

(b) Cooperation with the TERO Representative. The union shall cooperate with the TERO Representative in all respects.

(c) Registration. The union shall establish a mechanism allowing preferred employees to register for job referral list by telephone or mail or in person, coordinating efforts through the TERO Representative.

(d) Training Programs. The union shall establish entry apprenticeship programs, advanced apprenticeship program and a journey level upgrade.

(e) The union shall provide direct entry into the union for all preferred employees who wish to join the union at a skill level (i.e. apprentice, journey, etc.) commensurate with their ability and skill.

(f) Temporary Work Permits. The union shall grant temporary work permits to preferred employees who do not wish to join the union.

(g) Special Provisions. The union shall provide special provisions for TERO clients through negotiations with the TERO Representative. [Res. 2014-446; Res. 2012-257 § 2.10].

Article III. Tulalip Tribal Entities Construction Procurement

9.05.250 Preference requirements.

All Tribal agencies, entities, divisions, departments, contractors, subcontractors and vendors that advertise or solicit bids for projects, contracts, and subcontracts, including purchase orders to provide material, goods or services shall give preference to a qualified NAOB on the TERO NAOB registry.



All businesses on the TERO NAOB registry must be given the opportunity to bid on the work in which they are qualified. The agency or contractor shall be prohibited from using excessive or unnecessary qualification criteria. [Res. 2014-446; Res. 2012-257 § 3.1].

9.05.260 Federal funding – Preference.

When Federal funding is utilized in a project, the agencies shall comply with Federal and other preference requirements if applicable. [Res. 2012-257 § 3.2].

9.05.270 Restrictive bidding.

The Tulalip Tribes finds that small business is historically underutilized within the jurisdiction of the Tulalip Tribes. The primary objective of this section is to promote and grow these businesses by providing additional opportunity within the jurisdiction of the TERO program.

(1) An agency, entity, department, contractor, or other business has discretion and may limit or restrict bidding to Tulalip Tribal member small business on identified projects. If the agency identifies a project that can be limited to small business and there are two or more certified, qualified Tulalip Tribal member small businesses on the TERO registry that are likely to submit responsive and responsible bids, then the agency shall restrict bidding to only Tulalip Tribal member small businesses as defined below.

“Small business” is defined by a Tulalip Tribal member NAOB with gross revenue less than \$1,000,000 as reported annually on its Federal income tax return or its return filed with the Department of Revenue over the previous year. Owners with interest in two or more businesses on the TERO NAOB registry do not qualify for small business category unless the combined gross revenues for the businesses do not exceed \$1,000,000. In order to qualify under this category, the business must provide the necessary documents for TERO determination, and certify, under penalty of perjury, that it is owned and operated independently from all other businesses.

(2) When there are two or more certified, qualified Tulalip Tribal member owned NAOBs on the TERO registry that are likely to submit responsive and responsible bids and there are no bidding requirements that would preclude such a restriction, the agency shall restrict bidding to only Tulalip Tribal member owned NAOBs.

(3) When there are two or more certified, qualified NAOBs on the TERO registry that are likely to submit responsive and responsible bids, then the agency may restrict bidding to only NAOBs. [Res. 2014-446; Res. 2012-257 § 3.3].

9.05.280 Maximizing NAOB involvement.

The Tribal contracting entity shall evaluate each contract on a case-by-case basis to divide the scope of work to achieve maximum involvement of contracting/subcontracting with NAOBs on the TERO registry. [Res. 2014-446; Res. 2012-257 § 3.4].

9.05.290 Self-performance and contractor restrictions.



(1) Tribal entities may require and ensure that a contractor/subcontractor is able to perform, and is actually performing, a minimum percentage of the work outlined in the bid documents. The minimum percentage, if any, shall be defined and determined by the entity letting the bid.

(2) No NAOB shall receive preference provisions or preference points offered by this code as both a general contractor and subcontractor, regardless of tier, on the same project. Additionally, when the request for bid or request for proposal includes minimum requirements for TERO participation related to subcontracting, no NAOB shall be counted twice in determining if a bidder meets the specified minimum requirements for the project. If a NAOB has interest or partnership with other NAOBs, only one of the NAOBs will be counted in determining if a bidder meets the specified minimum requirements for the project, regardless of tier. All provisions in this section shall be applied together and in their entirety. [Res. 2014-446; Res. 2012-257 § 3.5].

9.05.300 Monitoring responsibilities.

Each contracting agency shall be responsible for monitoring and enforcing preference implementation in contracting, employment, and training by its contractors and subcontractors. Monitoring under this section shall include monitoring and requiring performance in conformity with NAOB or non-NAOB bid submission information. Should incidents of noncompliance be found to exist, the agency or contractor shall take appropriate remedial action.

If the agency or contractor has not provided adequate monitoring or enforcement of preference they may be found in noncompliance and are subject to remedial actions and/or sanctions. Multiple violations will be reported to the appropriate management authority to implement corrective action in accordance with their respective personnel policy or ordinance.

If there is a contract performance issue with the quality of work of a NAOB, the relevant documentation must be submitted to TERO. In this circumstance, TERO may determine or direct one or all of the following:

- (1) The performance issue is “unfounded.”
- (2) Approve an exclusion from accepting bids from the same contractor on future projects.
- (3) Provide the contractor with recommendations in training to remedy the performance issue.
- (4) Decertification of the NAOB if the NAOB refuses or fails to remedy the performance issue. [Res. 2014-446; Res. 2012-257 § 3.6].

9.05.310 Conflict of interest.

Tribal employees or other Tribal officials shall be disqualified from any actions involving the decision process of awarding bids, contracts or purchases that they have a personal interest or ownership in or if the decision involves an immediate family member. Any conflict of interest violation may render a contract null and void. [Res. 2012-257 § 3.7].

9.05.320 Tulalip bid award process.



Some of the determining factors of awarding a bid that may be considered are, but not limited to: the contractor's capability, qualifications, scheduling, pricing and preference. All entities shall be required to utilize competitive bids or proposals as follows:

- (1) TTC 9.05.330, Competitive bid award.
- (2) TTC 9.05.340, Competitive "weight of award" bid process.
- (3) TTC 9.05.350, Requests for proposal (RFP).
- (4) TTC 9.05.360, Imminent need and emergency award process. [Res. 2012-257 § 3.8].

9.05.330 Competitive bid award.

Preference in the award of contracts and subcontracts that are let under a competitive bidding or proposal process (e.g., conventional bid construction contracts, material supply contracts) shall be provided as follows:

- (1) If the agency or contractor has restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the bid award shall be made to the NAOB firm with the lowest responsive and responsible bid.
- (2) If only one qualified NAOB submits a responsive bid or proposal, the agency or contractor shall proceed as follows:
 - (a) Accept the one responsive bid or proposal should the agency determine the one NAOB responsive bid or proposal is at an unusually favorable price; or
 - (b) Negotiate a reasonable price with the single qualified NAOB should the agency determine that delays caused by re-advertising the work would subject the project to higher costs; or
 - (c) Reject all bids and re-advertise for bids or proposals. The agency will determine whether to restrict or limit competition to NAOBs. If bidding is not restricted to NAOBs then the agency or contractor shall comply with the requirements in subsection (3) of this section.
- (3) If the agency or contractor has not restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the award shall be made to the certified, qualified NAOB with the lowest responsive bid if that bid is within budgetary limits established for the specific project or activity for which bids are being taken and no more than "X" higher than the bid prices of the lowest responsive bid from any qualified non-NAOB bidder. "X" is determined as follows: When the lowest responsive bid is:

X = lesser of

Less than \$100,000	10% of that bid, or a maximum of \$9,000
At least \$100,000 but less than \$200,000	9% of that bid, or a maximum of \$16,000



X = lesser of

At least \$200,000 but less than \$300,000	8% of that bid, or a maximum of \$21,500
At least \$300,000 but less than \$400,000	7% of that bid, or a maximum of \$25,000
At least \$400,000 but less than \$500,000	6% of that bid, or a maximum of \$27,000
At least \$500,000 but less than \$1 million	5% of that bid, or a maximum of \$45,000
At least \$1 million but less than \$2 million	4% of that bid, or a maximum of \$72,000
At least \$2 million but less than \$4 million	3% of that bid, or a maximum of \$108,000
At least \$4 million but less than \$7 million	2% of that bid, or a maximum of \$126,000
\$7 million or more	1.5% of the lowest bid, with no dollar limit

If a certified, qualified NAOB firm does not submit a responsive bid within the stated range of the total bid price of the lowest non-NAOB responsive bid, award shall be made to the non-NAOB bidder with the lowest responsive bid. [Res. 2014-446; Res. 2012-257 § 3.9].

9.05.340 Competitive “weight of award” bid process.

If the agency or contractor determines that it is appropriate to base award of the work upon a competitive “weight of award” bid process, award shall be made to the most responsive bidder with the highest total points awarded to them after taking all bid items into consideration. The agency or contractor shall clearly define the particulars of the “weight of award” rating system that provides for assignment of points for the relative merits of submitted bids. The bid documents shall identify all rated factors, including price or costs, or significant subfactors that will be considered in awarding the contract, and shall state the relative importance the agency or contractor places on each evaluation factor and/or subfactor. Prior to the award of contract an agency or contractor shall require that the most responsive bidder provide supportive documentation verifying submitted bid information. Should the bidder be unable to substantiate the stated bid information, then the agency or contractor shall disqualify the bidder and require the next most responsive bidder to submit this information for their bid.

(1) If the agency or contractor has restricted bidding or limited competition to only qualified NAOBs in accordance with TTC 9.05.270, then the bid award shall be made to the certified, qualified NAOB with the highest total points awarded.

(2) If only one qualified NAOB submits a responsive bid or proposal, the agency or contractor shall proceed as follows:

(a) Accept the one responsive bid or proposal should the agency determine the NAOB responsive bid or proposal is at an unusually favorable price; or



(b) Negotiate a reasonable price with the single qualified NAOB should the agency determine that delays caused by re-advertising the work would subject the project to higher costs; or

(c) Reject all bids and re-advertise for bids or proposals without restricting or limiting competition to NAOBs. The agency will determine whether to restrict or limit competition to NAOBs. If bidding is not restricted to NAOBs then the agency or contractor shall comply with the requirements of subsection (3) of this section.

(3) If the agency or contractor has not restricted bidding or limited competition to only qualified NAOB firms in accordance with TTC 9.05.270, then the NAOB shall be given a bid preference. Such preference “Y” shall be given to certified, qualified NAOBs provided their bid is no more than “X” higher than the bid prices of the lowest responsive bid from any qualified non-NAOB bidder. “X” and “Y” shall be determined as follows:

When the lowest responsive bid is:

X = lesser of

Less than \$100,000	10% of that bid, or a maximum of \$9,000
At least \$100,000 but less than \$200,000	9% of that bid, or a maximum of \$16,000
At least \$200,000 but less than \$300,000	8% of that bid, or a maximum of \$21,500
At least \$300,000 but less than \$400,000	7% of that bid, or a maximum of \$25,000
At least \$400,000 but less than \$500,000	6% of that bid, or a maximum of \$27,000
At least \$500,000 but less than \$1 million	5% of that bid, or a maximum of \$45,000
At least \$1 million but less than \$2 million	4% of that bid, or a maximum of \$72,000
At least \$2 million but less than \$4 million	3% of that bid, or a maximum of \$108,000
At least \$4 million but less than \$7 million	2% of that bid, or a maximum of \$126,000
\$7 million or more	1.5% of the lowest bid, with no dollar limit

Provided the requirements for “X” have been met, “Y” shall be determined as follows:



When the lowest responsive bid is:

**Y = additional points awarded to Bidder
calculated as**

Less than \$100,000	10% of the points awarded to Bidder for Price
At least \$100,000 but less than \$200,000	9% of the points awarded to Bidder for Price
At least \$200,000 but less than \$300,000	8% of the points awarded to Bidder for Price
At least \$300,000 but less than \$400,000	7% of the points awarded to Bidder for Price
At least \$400,000 but less than \$500,000	6% of the points awarded to Bidder for Price
At least \$500,000 but less than \$1 million	5% of the points awarded to Bidder for Price
At least \$1 million but less than \$2 million	4% of the points awarded to Bidder for Price
At least \$2 million but less than \$4 million	3% of the points awarded to Bidder for Price
At least \$4 million but less than \$7 million	2% of the points awarded to Bidder for Price
\$7 million or more	1.5% of the points awarded to Bidder for Price

After the preference provisions have been added to the NAOBs' proposals the bid award shall be made to the bidder with the highest total points awarded, provided the proposals are within the projected budget amount.

If a qualified NAOB does not submit a responsive bid satisfying the preference provision requirements, then the bid award shall be made to the bidder with the highest total points awarded. [Res. 2012-257 § 3.10].

9.05.350 Requests for proposal (RFP).

Preference in the award of contracts and subcontracts that are let under a request for proposal (RFP) shall be provided as follows:

If the agency or contractor selects its contractor(s) or subcontractor(s) through a request for proposal (RFP) process and has restricted bidding or limited competition to only qualified NAOBs in accordance with TTC 9.05.270, then the contract award shall be made to the qualified NAOB with the highest total points awarded for their proposal based upon the rating system as established in the RFP after taking all proposal items into consideration.



If only one qualified NAOB submits a responsive bid or proposal the agency or contractor may re-advertise the RFP without restricting or limiting competition to the NAOBs.

The agency or contractor shall clearly define the particulars concerning the RFP, including the rating system that provides for assignment of points for the relative merits of submitted proposals. The RFP documents shall identify all rated factors, including price or costs, or any significant subfactors that will be considered in awarding the contract, and shall state the relative importance the agency or contractor places on each evaluation factor and/or subfactor.

(1) If the RFP invites responses from qualified non-NAOBs, the agency or contractor shall set aside a minimum of 15 percent of the total number of available rating points for the provision of Native preference in the award of contracts and subcontracts. The percentage or number of points set aside for preference and the method for allocating these points shall be clearly defined in the RFP.

(2) An agency shall require contractors responding to an RFP issued as a part of this section to use the same point system as stated in the RFP when considering procurement of subcontracted work. The contractor shall set aside a minimum of 15 percent of the available rating points for the provision of Native preference in subcontracting. The RFP shall explain the criteria to be used by the contractor in evaluating proposals submitted by subcontractors. [Res. 2012-257 § 3.11].

9.05.360 Imminent need and emergency award process.

Tribal entities may contract for imminent need and/or emergency repair or work on a time and materials basis. An “imminent need and/or emergency” shall be defined as repair or work that must be started within 24 hours of the time the entity first learned of the need for the repair or work. Each entity shall maintain a list of qualified contractors to utilize under these circumstances, and shall make a good faith effort to rotate qualified contractors used in an imminent need and/or emergency circumstance. [Res. 2012-257 § 3.12].

9.05.370 Bid collusion.

Bid collusion is strictly prohibited for contracts awarded under this code and subject to penalty and enforcement by TERO. Bid collusion shall include, but is not limited, to price fixing, bid rigging, allocation schemes, or any other action or inaction that restricts competition or impacts project pricing. Furthermore, any practice involving or comparable to informing a competitor of the amount of the bid or offering them an opportunity to underbid will be considered bid collusion.

If a Tribal entity determines that a contractor has engaged in bid collusion, the entity shall disqualify the bid and refer the matter to TERO. The Tribal entity shall provide TERO with all documentation supporting its determination. If TERO makes a finding that bid collusion did occur, penalties may be issued accordingly.

TERO reserves the right to exercise all available equitable and legal remedies, including withholding of contract payment. Additionally, the following specific penalties in accordance with Article V of this chapter, Enforcement, shall be followed.



(1) Cancellation of the contract and debarment from contracting or decertification with the Tribes for up to one year, debarment for up to three years may be imposed for willful repeated violations. Individuals debarred from contracting may not bid or participate in any Tribal contracts as owners or key employees of other companies during the period of debarment. In the event a contractor is engaged in work on the Reservation or on Tribal funded projects off the Reservation at the time they are found to have engaged in bid collusion, the contracting agency in its discretion may require that the contractor complete their current contracted work, and during this period, the contractor shall be suspended from bidding and/or performing any other work. The debarment period imposed shall commence when the current work is completed.

(2) Any contractor found to have engaged in bid collusion may be liable for damages for any losses suffered by another firm as determined and assessed by the TERO Commission.

Any contractor disputing a TERO determination on bid collusion may appeal in accordance with the procedures in Article V of this chapter. [Res. 2014-446; Res. 2012-257 § 3.13].



Article IV. Certification of Native American Owned Business (NAOB)

9.05.380 TERO NAOB certification.

An applicant seeking to be TERO certified for preference in contracting shall submit a complete certification application, along with the following documents:

- (1) Documentation of membership by a U.S. Federally recognized Native American tribe, nation or band, including members of Federally recognized Alaskan Native villages, communities and corporations and proof of at least 51 percent Native ownership.
- (2) Business license certifications, business structure documents (sole proprietor, partnerships, incorporations, LLC), insurance and bonding capabilities.
- (3) TERO shall require all other necessary licensing documentation specific for the service provided as determined by TERO.
- (4) TERO reserves the right to exempt certain requirements if deemed not necessary for the type of service provided.
- (5) (Industry standards) portfolio that includes proof of the experience and staff expertise in the specific field listed, resume of jobs completed, and references.
- (6) Business plan that includes proof of the experience and staff expertise in the specific field, projected financials and references.
- (7) Any other documentation or pertinent information required by TERO. TERO shall have sole discretion in determining licensing requirements under this section.

For compliance and enforcement purposes, TERO shall require that each NAOB maintain and provide a Federal tax ID number to TERO and separate Tulalip business licenses for each separate business as required by TERO. TERO shall require each separate business to meet all NAOB certification requirements in this section.

(8) NAOB Ownership Requirements. The following factors shall be applied in identifying 100 percent Tulalip Tribal member owned business and minimum ownership requirements for the applicable certification categories. The purpose of this identification is for awarding contracts under TTC 9.05.110 and other restrictive bidding opportunities in this code.

(a) Percentage and Control.

- (i) One Hundred Percent Tulalip Tribal Member NAOB. Must be 100 percent owned by a Tulalip Tribal member or members. The owner(s) must exercise majority control of the business and be substantially involved in the day-to-day management and operations.
- (ii) NAOB. Must be 51 percent Native American owned and the majority owner must exercise majority control of the business and be substantially involved in the day-to-day management and operations.



(b) Value. The Native owner(s) must establish that they provide real value for their stated ownership interests by providing legal documents such as stock ownership, capital, assets, structure, management, control, financing and salary commensurate with the value of their ownership share.

(c) Profits. The Native owner(s) will receive a percentage of all profits equal to their ownership interest. Any provision that gives a non-Native owner a greater share of the profits, such as but not limited to management fees, equipment rental fees or bonuses, will result in decertification. Salary scales are subject to review by TERO to ensure the relative salaries being paid to Native and non-Native owners are consistent with the skills of the parties and are not being used to circumvent the requirements of this code.

(d) Technical Qualifications. The NAOB will be required to submit sufficient documentation to verify that it has the technical and administrative qualifications to be certified in the specific category requested including the Native owner(s) having the skill and expertise to perform the work.

All NAOBs shall report any changes of ownership or control status within 14 days after such changes have occurred. If at any time Native American ownership drops below 51 percent TERO reserves the right to decertify the company.

The TERO Department shall review the status of all certified NAOBs on an annual basis. Each NAOB, other than a Tulalip Tribal owned NAOB, shall update their information annually. Failure to provide information pursuant to these requirements shall constitute grounds to be decertified and taken off the NAOB registry. [Res. 2019-297; Res. 2012-528; Res. 2012-257 § 4.1].

9.05.390 Appeal of denied certification.

Denial of NAOB certification by the TERO Department may be appealed to the TERO Commission. The written appeal must be received by TERO within 14 days of the denial notice. The Commission's decision is final and cannot be further appealed.

A firm that has been denied certification may not re-apply for a period of time as determined by the TERO Commission on a case-by-case basis. [Res. 2014-446; Res. 2012-257 § 4.2].

9.05.400 Brokers, vendors, suppliers and distributors.

In order to obtain certification under this code, brokers, vendors, suppliers and distributors must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment being provided are kept in stock and regularly sold or leased to the public in the usual course of business. Relevant documentation, as determined by TERO, shall be provided to TERO upon request. This requirement shall not apply where the applicant demonstrates proof that it is not customary and usual in the particular business industry to keep the materials, supplies, articles or equipment in stock. [Res. 2012-257 § 4.3].

9.05.410 Joint ventures.



Joint venture documents between certified NAOBs will be submitted and processed through the TERO Department for review. Joint ventures between a NAOB and a non-NAOB will be certified on a project by project basis if the NAOB can successfully demonstrate the following:

- (1) The Native American ownership and control complies with the requirements as defined in this section.
- (2) The NAOB has entered into the joint venture with the non-NAOB to provide limited backup capabilities such as bonding, specialized expertise, or capital.
- (3) The non-NAOB will mentor the NAOB to increase the expertise and value of the NAOB.

No joint venture shall qualify for preference if the Native American ownership in the joint venture is less than 51 percent or fails to demonstrate the majority control of the business at any time; which may result in a violation or decertification. The owners must have prior experience, training, occupational ties or sufficient knowledge in the business that the joint venture is engaged in such that they are qualified to serve in the senior level positions. [Res. 2012-257 § 4.4].

9.05.420 Decertification.

A NAOB is subject to decertification if the business engaged in prohibited activities or has changed its ownership and control so that it no longer meets the requirements for certification. Failure to notify TERO of changes in ownership, control, or operations shall also be grounds for decertification.

The TERO Commission may review and recommend corrective action or training for a NAOB with a multiple nonperformance contract issue or multiple violations of the TERO Code. If the NAOB refuses or does not comply with the Commission directive they may be decertified. [Res. 2012-257 § 4.5].



Article V. Enforcement

9.05.430 Due process.

All persons, agencies, departments, entities, and contractors shall have the rights to due process through a fair non-biased process. [Res. 2012-257 § 5.1].

9.05.440 Complaint.

(1) TERO Complaint. An aggrieved party (“complainant”) may file a written signed complaint stating the basis for an alleged violation of this code. The complaint must include a detailed account of the facts with supporting documentation and the remedy that they are seeking. The complaint must be filed at the TERO office within 14 days from the date of the last action or omission upon which the complaint is based. The TERO office shall serve the complaint on the respondent.

(2) Contracting Complaint. A contractor aggrieved by a decision of a contracting agency (“complainant”) must first file a written signed complaint with the contracting agency stating the basis of the alleged violation of this code. The complaint must include a detailed account of the facts with supporting documentation and the remedy that they are seeking. The complaint must be filed with the contracting agency no later than 14 days from the date of the action or omission upon which the complaint is based.

(3) Contracting Agencies Complaint Responsibilities. Upon receipt of a complaint under this section, the contracting agency shall:

- (a) Immediately initial and date when a complaint is received;
- (b) Communicate with the complainant within seven days to attempt to resolve the issue;
- (c) The agency or contractor shall take appropriate steps to remedy any noncompliance issues or violations of the code immediately upon notification;
- (d) If the matter is not resolved within 10 days of the initial complaint, the complainant may file a written complaint with TERO (see subsection (1) of this section) and shall serve the document on the contracting agency. [Res. 2014-446; Res. 2012-257 § 5.2].

9.05.450 TERO jurisdiction determination.

Upon receipt of a complaint, TERO shall conduct a preliminary review to determine if TERO has jurisdiction over the complaint.

If the TERO Department makes a determination that the complaint does not allege a violation of this code, the complaint shall be immediately dismissed, and/or referred to the proper department or agency. The complainant may appeal and seek review of this jurisdictional determination by the Commission by filing a written request for review within 14 days of the date of the dismissal. The complainant shall state in writing the nature of the complaint and the reasons they believe TERO has jurisdiction. The Commission shall review the file at the next scheduled TERO Commission meeting at which the complainant may attend and be heard on the issue of



jurisdiction. The Commission will make a jurisdiction determination. The decision of the Commission is final and not subject to further appeal. [Res. 2012-257 § 5.3].

9.05.460 Investigations.

The TERO staff shall have full investigative authority as deemed necessary to determine whether a violation of any provision of this code has occurred or to aid in prescribing rules, regulations, and guidelines hereunder.

All reported incidents shall be investigated under the following guidelines:

- (1) All information shall be kept confidential to the fullest extent possible, unless disclosure is required for further investigation, or during a hearing or appeal. However, TERO shall not allow the goal of confidentiality to be a deterrent to an effective investigation.
- (2) TERO will not allow retaliation against any parties that may be included in the investigation or complaint process.
- (3) An employer may not be held liable for such acts of its employees, if the employer is able to establish that they took immediate and appropriate corrective action.

If a covered employer or contractor refuses to permit TERO staff from entering onto business premises during business hours or from reasonably inspecting or copying documents, the Director may impose a violation with fines.

If the TERO Director is forced to seek enforcement of a Commission subpoena in Tribal Court, the Court shall order, in addition to the penalties authorized by this code, the assessment of attorney's fees and costs against the party found in violation of the Commission subpoena. [Res. 2012-257 § 5.4].

9.05.470 Complaint process and determination.

Upon determination that TERO has jurisdiction over the matter, TERO staff will meet with the complainant within seven days of receiving the complaint. TERO shall attempt to remedy the issue through mediation with both parties within 10 days of first receipt of the complaint. If the parties are unable to resolve the dispute through mediation, TERO shall begin a formal investigation within seven days of the close of mediation. During the investigation, TERO shall review all pertinent documentation and any additional information, if any, and shall gather written statements from both parties. The complainant has the burden to prove that a violation of this code did in fact occur. Both parties shall also have the responsibility to provide all relevant documentation. TERO has 21 days to complete the investigation.

Within seven days of the completion of the investigation, TERO shall notify the complainant and responding party in writing of the findings and the basis for such findings, and remedies ordered.

If TERO finds insufficient evidence to establish that a violation occurred, the file shall be closed and notice of closure shall be provided to both parties. [Res. 2014-446; Res. 2012-257 § 5.5].

9.05.480 Penalties and remedies.



TERO shall have the authority to issue citations with a warning, assess penalties and other remedies. Upon a finding of a violation of this code, under the direction of the TERO Director, the TERO staff shall have the authority to assess the following penalties and remedies:

- (1) Impose a remedial civil penalty not to exceed \$5,000 per violation;
- (2) Order any employer to remedy the situation;
- (3) Issue a stop work or removal order;
- (4) Order the payment of back pay and/or punitive damages;
- (5) Order the payment of documented lost profits;
- (6) Any other penalties authorized under specific sections of this code;
- (7) Withhold payment until the violation is remedied;
- (8) Suspension or termination of the contract;
- (9) Debarment from contracting with the Tribes for up to one year; debarment for up to three years may be imposed for willful repeated violations. Individuals debarred from contracting may not bid or participate in any Tribal contracts as owners or employees of other companies during the period of debarment;
- (10) Denial of certification;
- (11) Suspension of certification; and/or
- (12) Decertification.

If the Director believes that immediate action is necessary to prevent irreparable harm resulting from an alleged violation of this code, the Director may request the Commission to issue a temporary order for immediate interim injunctive relief not to exceed 14 days.

Penalties shall be imposed by TERO with a written notice to the person or business. The TERO orders or penalties may be appealed to the TERO Commission in accordance with TTC 9.05.520.

All monetary penalties shall be paid within 30 days from date of the citation. If a party fails to file a timely appeal or comply with a TERO order, TERO may petition the Tribal Court for an order of enforcement.

In cases involving a challenge to employment or contracting decisions or actions by the Tribes, Tribal entities or Tribal officials acting within the scope of their authority, remedies shall be limited to nonmonetary injunctive relief and payment of documented lost wages or lost profits. [Res. 2014-446; Res. 2012-257 § 5.6].

9.05.490 Enforcement violation.



The Director shall have authority to seek enforcement in Tribal Court, if necessary. The Tribal court shall have jurisdiction over proceedings brought by the Director to enforce TERO orders, and may assess attorney fees and costs, and such other sanctions in addition to those contained in the order, that the court deems just and reasonable. [Res. 2014-446; Res. 2012-257 § 5.7].

9.05.500 Property seizure provisions.

If at any stage in the fee assessment process there is good reason to believe there is a danger the party will remove itself or its property from the jurisdiction of the Tulalip Tribal Court, and TERO will not be able to collect monetary damages or TERO fees that are owed, the Director may petition the Court pursuant to the Court's rules and procedures to attach property to secure compliance or for such other relief as is necessary and appropriate to protect the rights of affected parties.

If a party has failed to pay monetary damages imposed, or fails to comply with any order of the Commission or the Court, the Director may petition the Court to hold such party in default. The Tribal Court shall have authority to authorize the Tribal Police to seize property of the defaulting party to satisfy obligations under a valid TERO order. [Res. 2012-257 § 5.8].

9.05.510 Appeals to TERO Commission.

Any party that is dissatisfied or aggrieved by a decision from TERO may file a written appeal to the Commission within 14 days from the date of receipt of the decision. The appeal notice shall state the reasons for the appeal and shall have a copy of the decision or order attached. If the party fails to respond within the 14 days they shall lose all rights to challenge or appeal, and the decision or order shall be final and be enforced immediately.

The Commission shall review the files and determine if they will hold a hearing on the case, or if they can decide the case based on the written materials submitted by the TERO and the complainant. If the Commission determines that a hearing is unnecessary, the Commission shall issue an order stating the basis for its decision. A hearing shall be afforded in all cases when a timely appeal is filed by an individual or entity challenging a TERO noncompliance order imposing sanctions, or penalties. [Res. 2012-257 § 5.9].

9.05.520 Appeal of noncompliance by TERO.

Any party that believes an action by the TERO staff is in excess of the authority granted under this code may file a complaint with the Commission. The complaint must be filed no later than 14 days from the date of the action upon which the complaint is based. The complainant shall have the burden of proof. [Res. 2012-257 § 5.10].

9.05.530 Fee enforcement and collection.

If a required fee is not paid within one month of receipt of the invoice a citation shall be issued. If necessary a TERO Commission hearing shall be scheduled, and the TERO Department may issue a stop work or payment order. Interest will accrue from 60 days past the due date at a rate of 12 percent annually. [Res. 2012-257 § 5.11].

9.05.540 Pre-hearing process.



(1) Review of TERO Files. The responding party shall have the right to review the case file of the TERO Department by scheduling a visit during regular working hours at any point after receiving notice of a hearing. However, TERO shall have the right to excise proprietary information, the identity of confidential informants or confidential information from the file which will not be relied upon in the presentation of TERO's case.

(2) Continuance. Any party can request a continuance of a TERO hearing. The party must show good cause for continuing the hearing. [Res. 2012-257 § 5.12].

9.05.550 Commission hearing.

When there is a TERO determination that expeditious action is required to preserve the rights of the individuals, a TERO hearing will be scheduled as soon as possible. Commission hearings will be open, unless either party can show good cause to close the procedures to the public.

The roles and responsibilities of the parties are, but not limited to, as listed below:

(1) Burden of Proof. Parties aggrieved by a TERO order shall have the burden of proof by a preponderance of the evidence that TERO was incorrect in finding a violation of this code or the regulations adopted under it, or that any proposed penalty, sanction, award, or required action ordered by TERO is incorrect or unwarranted.

(2) Presiding Officer. As presiding official, the Chairperson of the Commission will control the proceedings and shall take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing.

(3) TERO Representation. TERO staff shall present the requirements of the TERO Code in all Commission hearings even if the hearing was initiated by a complaint filed by a private individual.

(4) Respondent. The respondent shall be present for the entire hearing to represent themselves.

(5) Failure to Appear. If either party fails to appear, the Commission will review all pertinent information and make their decision with the testimony presented.

(6) Commission Quorum. In the absence of a quorum at a Commission hearing, a case filed by a complainant will be postponed until a later date. In the case of a citation appeal all charges shall be dismissed.

(7) Prohibition against Reprisals. All parties shall have a right to testify, without fear of reprisal or retaliation. [Res. 2014-446; Res. 2012-257 § 5.13].

9.05.560 Commission decision.

The Commission findings shall be in writing and issued within 14 days after the hearing. The decision shall be effective and enforceable immediately.

(1) Penalties and Remedies Authorized. If the action appealed is from a noncompliance order or decision, the Commission may uphold the TERO order or decision, overturn the TERO order or



decision, or reduce the TERO recommended penalties. The TERO Commission shall not have the authority to increase the total amount of monetary penalties or damages issued under the TERO order except for justified adjustments in back pay or lost profit amounts. If the appeal is from a TERO finding that no violation occurred and the TERO Commission reverses the TERO decision and finds a violation did occur, the Commission shall have authority to issue any remedies that the TERO Director is authorized to issue under TTC 9.05.490. [Res. 2012-257 § 5.14].

9.05.570 Appeals to Tulalip Tribal Court.

Any party that is dissatisfied or aggrieved by a final decision of the TERO Commission may file an appeal to the Tulalip Tribal Court. The appeal shall be taken by filing a written notice of appeal with the Tribal Court and attaching the TERO Commission decision that is being appealed. The appeal must be filed within 10 days of the date of issuance of the TERO Commission decision. The notice of appeal shall be served on all parties on or before the date due for filing the appeal.

All appeals to Tribal Court shall be decided based on the record of the TERO Commission hearing or decision. Upon filing of an appeal, the TERO Commission shall transfer the Commission hearing or decision record to the Tribal Court. The appellant shall pay the costs of copying the TERO Commission record. The appellant shall have the burden of proof on appeal. The jurisdiction of the Tribal Court in appeals of TERO Commission decisions shall be limited to reversing the TERO Commission and directing a new Commission hearing with appropriate instructions where the TERO Commission decision is found to be arbitrary, capricious or clearly erroneous. There shall be no further appeal from a decision of the Tulalip Tribal Court. [Res. 2012-257 § 5.15].

9.05.580 Legal representation.

If any party retains an attorney they must give a 14-day notice to TERO of their intent to have legal representation. At that time TERO will request the Reservation Attorney to represent TERO in all further matters. [Res. 2012-257 § 5.16].

9.05.590 Sovereign immunity.

Nothing in this code is intended to waive or alter the sovereign immunity of the Tribes, Tribal departments, entities or employees acting in their official capacities. [Res. 2012-257 § 5.17].



Chapter 9.10

HUMAN RESOURCES

(Repealed by Res. 2014-378)



Chapter 9.15

WORKERS' COMPENSATION

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Article I. General Provisions

9.15.010 Purpose.

This chapter is intended to establish procedures to administer and define the Tribes' self-administered workers' compensation program, in a manner that is fair to both employees and the Tribes. All work-related injuries and deaths sustained by employees of the Tulalip Tribes and its enterprises are withdrawn from private controversy. To guarantee relief for employees killed or injured on the job and their families, regardless of questions of fault and to the exclusion of every other remedy, proceeding, or compensation, the following plan is adopted, which shall be known as the Tulalip Tribes workers' compensation plan. The plan shall serve as the exclusive remedy for the injured employee, except as otherwise provided herein, and to that end all civil causes of action for such personal injuries or deaths and all jurisdictions of the Courts are hereby abolished. [Ord. 108 § 108.1.1, 10-6-2006 (Res. 2006-312)].

9.15.020 Scope.

This chapter shall apply to the Tulalip Tribes, every entity of the Tribes that is an employer, and to all employees of the Tribes and its entities. For purposes of this chapter, "every entity of the Tribes" includes every political subdivision, subordinate organization, economic enterprise, commission, and authority organized under Tribal law, including but not limited to the Tulalip Utility Authority and the Tulalip Gaming Organization. [Ord. 108 § 108.1.2, 10-6-2006 (Res. 2006-312)].

9.15.030 Sovereign immunity.

Except as expressly provided in this chapter, the Tulalip Tribes shall be immune from all liability for compensation for injuries sustained by Tribal employees arising out of and in the course of their employment.

(1) Limited Waiver for Claims Under This Chapter. For those claims outlined herein, this chapter contains a strictly limited waiver for suit only and solely in Tribal Court. This limited waiver shall extend only to Tribal employees and other persons specifically entitled to benefits under this chapter, and shall not be construed to apply or extend to actions by any other party or actions beyond the scope of this chapter.

(2) No Modification to Existing Law. Except as specifically provided in this chapter, the provisions herein shall not be construed as modifying or restricting the immunity of the Tribes from tort liability as it existed on the date of enactment. Except as to claims that are wholly covered by the Tulalip Tribes workers' compensation plan, nothing in this chapter, or in any State law incorporated herein by reference, shall in any way waive or diminish the sovereign immunity of the Tulalip Tribes. [Ord. 108 § 108.1.3, 10-6-2006 (Res. 2006-312)].



9.15.040 Reporting obligations.

Any employee who has sustained an injury in the course of their employment shall immediately report the injury to the employer in accordance with TTC 9.15.330. In the case of an occupational disease, the employee shall report the condition to the employer immediately after the employee learns of, or reasonably should have been aware of, the connection between their employment and the occupational disease. All reports of injury and occupational disease shall be made in writing, in accordance with TTC 9.15.330. [Ord. 108 § 108.1.4, 10-6-2006 (Res. 2006-312)].

9.15.050 Exclusive remedy.

The right to receive compensation pursuant to this chapter for injuries sustained by a covered worker shall be the exclusive remedy against the Tribes and employees thereof, except as otherwise provided herein, and to that end, all civil causes of action against the Tribes and its employees for such personal injuries or death, all jurisdictions of the Courts, and all claims for contribution or indemnity asserted by third persons from whom damages are sought on account of such injuries, are hereby abolished. [Ord. 108 § 108.1.5, 10-6-2006 (Res. 2006-312)].

9.15.060 Administration.

(1) Workers' Compensation Committee.

(a) Membership. There is hereby established a Tulalip Workers' Compensation Committee, whose responsibility it shall be to administer the plan and to act as the first level of review in the case of a disputed claim. The Committee shall be composed of six members, one of which shall serve as Chairperson of the Committee. The Committee shall include one representative from the Tribal government, one representative from Quil Ceda Village, one representative from the Legal Department, one representative from the Finance Department, and two representatives from the Tulalip Gaming and Hospitality Organization. The Committee Chairperson and members shall be appointed by the Tulalip Board of Directors for terms of three years. Vacancies occurring due to resignation, removal, or death shall also be filled by this method of appointment. The Board of Directors may remove any member of the Committee for cause. A majority of the Committee members shall constitute a quorum, and a majority of those members present and constituting a quorum must concur in order for any decision of the Committee to be valid.

(b) Functions, Duties, and Authority. The Workers' Compensation Committee shall:

(i) Contract with a professional claims administration firm to handle the duties of the Claims Administrator, as provided in subsection (2) of this section. The Committee may review and approve key actions taken by the Claims Administrator to ensure compliance with this chapter.

(ii) Establish and promulgate rules governing the administration of this chapter.

(iii) Purchase stop loss insurance covering all claims arising under this chapter in excess of those covered by the Tribal fund.

(iv) Hear protests from decisions of the Claims Administrator as provided in Article V of this chapter.



(v) Consult with outside physicians having medical expertise related to the injury, when necessary.

(vi) Manage the Tribal fund as provided in Article VI of this chapter.

(vii) Submit annual reports to the Board of Directors as provided in Article VI of this chapter.

(2) Claims Administrator.

(a) Appointment. The Workers' Compensation Committee shall contract with a third party administrator to serve as the Claims Administrator.

(b) Functions, Duties, and Authority. The Claims Administrator shall:

(i) Supervise medical, surgical, and hospital treatment for injured employees to ensure that it meets the required standards of modern medicine at the lowest possible cost.

(ii) Open claims, verify time loss and other aspects of disability, handle disbursement of funds for employees and beneficiaries on Tribal checks drawn on the Tribal fund, make claim evaluations and determinations with respect to each claim made.

(iii) Compile statistics as will afford the Workers' Compensation Committee reliable information upon which to base its decisions.

(iv) Make, and from time to time update, a fee chart of maximum charges to be made by any physician, surgeon, hospital, druggist, or other agency or person rendering services to the injured employee.

(v) Make a record of the commencement of every disability and termination thereof, and when bills are rendered for the care and treatment of injured employees, approve and pay those which conform to the promulgated rules, regulations, and practices of the Workers' Compensation Committee, and reject any bill or item thereof incurred in violation of the provisions of this chapter or the rules and regulations promulgated under it. [Res. 2010-41; Ord. 108 § 108.1.6, 10-6-2006 (Res. 2006-312)].

9.15.070 Definitions.

(1) "Accident" means a specific occurrence, neither expected nor intended, which causes bodily injury to an employee.

(2) "Accredited school" means a school approved by the Tribes or the State, or a school regulated, licensed, or recognized by the Tribes as having approved course content.

(3) "Average monthly wage" means the average wage in the State of Washington, calculated by determining the total amount of wages paid by all employers in the State and dividing by 12 to derive the monthly average. RCW 51.08.018 defines "average monthly wage" as it is determined under RCW 50.04.355.



(4) “Award” means the monetary compensation benefits that the Claims Administrator or Committee determines an injured employee is entitled to.

(5) “Beneficiary” means a spouse, child, or dependent of an employee in whom shall vest a right to receive compensation under this plan.

(6) “Board of Directors” means the Board of Directors of the Tulalip Tribes.

(7) “Child” includes a posthumous child, a child legally adopted prior to the injury, a child toward whom the employee stands in the place of a parent, an illegitimate child, and a stepchild, if such stepchild was, at the time of the injury, a member of the employee’s family and substantially dependent upon the employee for support. A dependent physically or mentally incapacitated child is a child, for purposes of benefits, regardless of age, so long as the child was physically or mentally incapacitated at the time of the injury and thereafter remains incapacitated and substantially dependent on the employee for support. A child does not include any married children unless they are dependents. A person might also qualify as a child according to Tribal custom as determined by the Workers’ Compensation Committee.

(8) “Claim” means a written request for compensation from an employee or someone on the employee’s behalf, or any compensable injury of which the employer has notice or knowledge.

(9) “Claims Administrator” means the third party administrator appointed by the Tribes.

(10) “Committee” means the Workers’ Compensation Committee.

(11) “Compensation” means the compensation and benefits provided under this chapter and includes every benefit or payment conferred by this chapter upon an injured employee.

(12) “Compromise” means an agreement between parties to settle any liability that is claimed to exist under this chapter on account of injury or death.

(13) “Dependent” means any of the following named relatives of an employee whose death results from an injury and who leaves no surviving widow, widower, or child under the age of 18 years: father, mother, grandfather, grandmother, stepfather, stepmother, grandson, granddaughter, brother, sister, half-sister, half-brother, niece, nephew, or any other extended family member as approved by the Workers’ Compensation Committee, who at the time of the injury is actually and necessarily dependent in whole or in part upon the earnings of the employee.

(14) “Disability” means incapacity because of injury to earn wages in the same or any other employment.

(15) “Earning power” means actual wages. Loss of earning power is calculated with reference to an individual’s actual wages at the time of an injury compared to the employee’s wages, at any kind of work, after the injury.

(16) “Employee” means any person employed by the Tribes and its entities entitled to benefits under the provisions of Chapter 9.10 TTC, Human Resources, and authorized variances, including, but not limited to, the Tulalip Police Department Manual, Quil Ceda Village and



Tulalip Gaming Agency human resources ordinances and manuals. “Employee” shall not be construed to include a consultant or contract employee unless specifically provided for in their written contract.

(17) “Employer” means the Tulalip Tribes and its enterprises.

(18) “Employer representative” means that person designated by the employer to receive injury reports and updates.

(19) “Injury” means the physical conditions resulting from a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result. The term also encompasses the contraction of an occupational disease. (See Sault Ste. Marie and old Tulalip codes.)

(20) “Legal custody” means having been legally vested with the power and responsibility to care for a child, and/or the child’s property, by a court of competent jurisdiction.

(21) “Light duty” means any assignment, other than the employee’s usual job, designed to help the employee return to some sort of gainful employment.

(22) “Maximum medical improvement” means an injured employee has reached a treatment plateau from which it is reasonably believed the condition will not change. It can mean either that the employee has fully recovered from the injury or that the employee’s medical condition has stabilized to the point that, based on the medical evidence, no material change can be expected.

(23) “Occupational disease” means such disease or infection as arises naturally and proximately out of employment.

(24) “Permanent disability” means that maximum medical improvement has been reached and there is still a loss of use or function. Permanent disabilities can be partial, where there is still some use or function, or total, where the employee is unable to return to any gainful employment.

(25) “Preexisting medical condition” means any injury, disease, congenital abnormality, or medical condition that contributes or predisposes an employee to disability or the need for treatment and that precedes the injury or occupational disease that forms the basis for a claim under this chapter.

(26) “Spouse” means a person who is married to an employee under the law or customs recognized by the Tulalip Tribes. “Spouse” does not include a person who is living separately and apart from an employee and who has filed, in Court, a petition for legal separation or dissolution of marriage.

(27) “Temporary disability” means a physical incapacity that is expected to be completely curable or improved with proper medical attention. Temporary disabilities can be partial, where the employee can still perform some work though not necessarily their usual job, or total, where the employee is unable to perform at any gainful employment.



(28) “Travel expenses” means the standard GSA reimbursement rate for mileage or expenses incurred utilizing public transportation. It does not include money spent on gas or costs of a rental car, unless specifically approved by the Claims Administrator.

(29) “Treating physician” means a person licensed to independently practice one or more of the following professions: medicine and surgery; osteopathic medicine and surgery; chiropractic; naturopathic physician; podiatry; dentistry; and optometry. A treating physician actively treats an injured or ill worker.

(30) “Tribal Court” means the Tulalip Tribal Court.

(31) “Tribal fund” means the workers’ compensation fund established by the Tribes.

(32) “Tribes” means the Tulalip Tribes.

(33) “Willfully and deliberately” means intentionally, knowingly, or voluntarily acting in a particular manner. It is distinguished from accidental actions. [Res. 2010-41; Ord. 108 § 108.1.7, 10-6-2006 (Res. 2006-312)].

Article II. Coverage

9.15.080 Persons covered.

(1) Injured/Diseased Employees and Beneficiaries. Each employee injured or killed due to an accident or who has suffered an occupational disease in the course of his or her employment, or such employee’s dependents or beneficiaries, shall receive compensation in accordance with this chapter, except as otherwise provided herein. Such payment shall be in lieu of any and all causes of action whatsoever against the Tribes.

(2) Special Rules for Noncustodial Situations. If an injured employee, or the surviving spouse of a deceased employee, does not have the legal custody of a dependent child on whose account payments are required to be made under this chapter, such payment shall be made to the person having legal custody of such child, but only for the periods of time after the Workers’ Compensation Committee has been notified of the fact of such legal custody. It shall be the duty of any such person receiving payments because of legal custody of any child to immediately notify the Workers’ Compensation Committee of any change in such legal custody. [Ord. 108 § 108.2.1, 10-6-2006 (Res. 2006-312)].

9.15.090 Persons not covered.

(1) Intentional Injuries. If injury or death results to an employee from the deliberate intention of the employee to bring about such injury or death, neither the employee nor the widow, widower, child, or dependent of the employee shall receive any compensation whatsoever under this chapter.

(2) Institutionalized Child. A physically or mentally incapacitated child, while being supported and cared for in a Tribal, State, or Federal institution, shall not be a dependent or beneficiary or be counted as a beneficiary in fixing the amount of any compensation to be received under this chapter.



(3) Double Death Benefits for Children Precluded. A child may receive payments as either the natural child of a deceased employee, or the stepchild of another deceased employee, but shall not receive double payments as both.

(4) Children Who Become 18 Years of Age. Any payments to or on account of a minor dependent or beneficiary of a deceased or temporarily or totally permanently disabled worker shall terminate when any such child reaches the age of 18 years, unless such child is a dependent physically or mentally incapacitated child or is under 23 years of age and enrolled as a full-time student in an accredited school. Payments to students who have attained age 18 shall be made directly to the student. Payments to or on account of any dependent physically or mentally incapacitated child over the age of 18 years shall continue in the amount previously paid on the account of such child until they shall cease to be dependent. When enrolled as a full-time student in an accredited school, payments to children who thereafter reach age 18 shall continue in the amount previously paid on the account of such student until they reach age 23 or cease to be enrolled full-time, whichever comes first. Where the employee sustains an injury or dies when any of his or her offspring are over the age of 18 years and either a dependent physically or mentally incapacitated child or enrolled full-time in an accredited school and are under age 23, the payment to or on account of such beneficiary shall be made as herein provided.

(5) Minor Children Not Dependent. Minor children of the employee who are not dependents of the employee as defined in this chapter are not covered by these provisions. [Ord. 108 § 108.2.2, 10-6-2006 (Res. 2006-312)].

9.15.100 Employees with preexisting medical conditions.

If it is determined that an employee had, at the time of sustaining an injury and/or occupational disease, a preexisting medical condition, it shall be considered as follows:

(1) Compensability. If it is determined that an injured employee had, at the time of their injury, a preexisting medical condition and that such medical condition delays or prevents complete recovery from the injury, it shall be ascertained, as nearly as possible, the period over which the injury would have caused disability were it not for the preexisting medical condition.

(2) Permanent Partial Disability. In making a claim closing determination, it shall be ascertained, as nearly as possible, the extent of impairment which the injury/disease would have caused were it not for the preexisting condition. Disability benefits shall be awarded only for the portion of disability related to the work injury or disease. [Ord. 108 § 108.2.3, 10-6-2006 (Res. 2006-312)].

9.15.110 Acts outside course or scope of employment.

(1) Employees determined to be acting outside of the course or scope of their employment shall be afforded no coverage, compensation, or benefits under this chapter.

(2) An employee injury occurring while the employee is commuting to or from work is not within the due course or scope of employment unless such travel is in direct connection with the employee's work and was specifically requested by the employer.



(3) Liability for compensation shall not exist against the Tribes for any injury sustained by an employee if the injury is caused by any of the following:

(a) Where the injury is caused by the intoxication, by any intoxicating substance or the unlawful use of a controlled substance, of the injured employee;

(b) Where the injury arises out of an altercation in which the injured employee is the initial physical aggressor;

(c) Where the injury is caused by the commission of a criminal act by the injured employee and the employee is found to have committed such act beyond a reasonable doubt by a court of competent jurisdiction;

(d) Where the injury arises out of voluntary participation in any off-duty recreational, social, or athletic activity not constituting a part of the employee's work-related duties, including, but not limited to, activities sponsored by the employer, except where these activities are a reasonable expectancy of, or are expressly or impliedly required by, the employment; or

(e) Where the employee has willfully and deliberately caused his or her own death.

(4) Where the employee's use of an intoxicating substance or unlawful use of a controlled substance at the time of injury has been established, there is a rebuttable presumption that the injury was caused by the intoxication. [Ord. 108 § 108.2.4, 10-6-2006 (Res. 2006-312)].

9.15.120 Incarcerated employees.

Any employee receiving benefits under this plan who is subsequently confined in, or who subsequently becomes eligible therefor while confined in, any penal institution under conviction and sentence shall have all payments of such compensation canceled during the period of confinement. After discharge from the institution, payment of benefits henceforth due shall be paid; however, no back pay for the time spent incarcerated shall be awarded to the employee. If the incarcerated employee has any beneficiaries during such confinement period, they shall be paid directly the monthly benefits which would have been paid to them had the employee not been so confined. No payment shall be made to or on behalf of the incarcerated employee during confinement. Any lump sum benefits to which the employee would otherwise be entitled but for the provisions of this section shall be paid on a monthly basis to the beneficiaries. [Ord. 108 § 108.2.5, 10-6-2006 (Res. 2006-312)].

Article III. Compensation and Medical Benefits

9.15.130 Medical services and supplies.

(1) Upon the occurrence of any injury to an employee entitled to compensation under the provisions of this chapter, the employee shall receive proper and necessary medical and surgical services at the hands of a physician and proper and necessary hospital care and services during the period of disability from the injury, as limited herein:

(a) In the case of temporary total disability, not to extend beyond the date of claim closure.



- (b) In the case of permanent partial disability, medical and surgical treatment may be continued if, and so long as, the Claims Administrator deems such continuation necessary to reach maximum medical improvement.
- (c) In the case of a permanent total disability, not to extend beyond the date on which a lump sum settlement is made to the employee or after they are placed upon the permanent pension roll. The Claims Administrator may authorize continued medical and surgical treatment for conditions previously accepted by the employer when they deem it necessary.
- (d) Any change of physician after the initial visit for a particular injury under this chapter must be approved by the Claims Administrator, except in the case of a physician-to-physician referral.
- (e) The physician must be a medical doctor licensed to practice medicine in the State of Washington. Payment for treatment of the employee by chiropractors, physical therapists, nurse practitioners, and medical doctors licensed to practice in a state other than Washington must be approved by the Claims Administrator.
- (2) When injury to any employee is so serious as to require transportation from the place of injury to a place of treatment, the employer shall furnish transportation to the nearest place of proper treatment. [Ord. 108 § 108.3.1, 10-6-2006 (Res. 2006-312)].

9.15.140 Artificial substitutes and mechanical aids.

- (1) Every employee whose injury results in the loss of one or more limbs or eyes shall be provided with proper artificial substitutes.
- (2) Every employee who suffers an injury to an eye producing an error of refraction shall be once provided proper, and properly equipped, lenses to correct such error of refraction and the employee's disability rating shall be based upon the loss of sight before correction.
- (3) Every employee whose hearing aid or eyeglasses or lenses are damaged, destroyed, or lost as a result of an industrial accident shall have the same restored or replaced with substitutes comparable to those lost or damaged.
- (4) Every employee whose accident results in damage to or destruction of an artificial limb, eye, or tooth shall have the same repaired or replaced.
- (5) All medical appliances necessary in the treatment of an injured employee, such as braces, belts, casts, and crutches, shall be provided. All mechanical appliances required as permanent equipment after treatment has been completed shall continue to be provided or replaced without regard to the date of the injury or date treatment was completed. [Ord. 108 § 108.3.2, 10-6-2006 (Res. 2006-312)].

9.15.150 Modifications to residence or vehicle.

- (1) Residence. Whenever, in the sole discretion of the Workers' Compensation Committee, it is reasonable and necessary to provide residence modifications to meet the needs and requirements of the employee who has sustained catastrophic injury, the employer may be ordered to pay an amount not to exceed the average annual wage for one year as determined under RCW 51.08.018



toward the cost of the modifications or construction. Such payment shall only be made for the modification or construction of a residence in which the injured employee resides. Only one residence of any employee may be modified or constructed under this subsection, although the Workers' Compensation Committee may order more than one payment for any one home up to the maximum amount permitted herein.

(2) Vehicle. Whenever in the sole discretion of the Workers' Compensation Committee it is reasonable and necessary to modify a vehicle owned by an employee who has become an amputee or paralyzed because of an injury, the Committee may order up to 50 percent of the average annual wage for one year as calculated in RCW 51.08.018 to be paid toward the costs thereof. [Ord. 108 § 108.3.3, 10-6-2006 (Res. 2006-312)].

9.15.160 Employer liability for medical services and supplies.

(1) An employee whose injury is of such a short duration as to bring them within the time limit provisions of TTC 9.15.190 shall nevertheless receive during the omitted period medical, surgical, and hospital care and service and transportation under the provisions of this chapter.

(2) The liability of the employer for medical treatment as provided herein is not affected by the fact that the employee was injured through fault or negligence of a third party not in the same employ, or that suit has been brought against that third party. The employer shall, however, have a cause of action against the third party to recover any amounts paid by the employer pursuant to the provisions of this chapter. [Ord. 108 § 108.3.4, 10-6-2006 (Res. 2006-312)].

9.15.170 Time loss.

(1) If an employee is unable to work at their regular, or any, employment, because of their injuries, they will be paid a portion of their regular wages as time loss compensation, as calculated in the temporary or permanent disabilities sections. If a temporarily disabled worker does not fully recover but instead reaches a static impaired condition, the worker's classification is changed from temporarily disabled to permanently disabled and the worker receives either a pension or a permanent partial disability award.

(2) As soon as recovery is so complete that the present earning power of the worker, at any kind of work, is restored to that existing at the time of the occurrence of the injury, the payments shall cease. If and so long as the present earning power is only partially restored, the employee will receive:

(a) Payments equal to 80 percent of the actual difference between the worker's present wages and their earning power at the time of injury, but not to exceed 150 percent of the average monthly wage in the State as computed under RCW 51.08.018.

(b) However, no compensation will be payable under this subsection unless the loss of earning power exceeds five percent.

(3) In no event shall the monthly payment provided in this section for time loss exceed the maximum amount set forth in RCW 51.32.060. [Ord. 108 § 108.3.5, 10-6-2006 (Res. 2006-312)].



9.15.180 Utilizing sick leave.

Should an injured employee elect to take sick leave during any period of time they are unable to work, or should the employer continue to pay the injured employee their wages while they are unable to work for any reason, such injured employee shall not receive any compensation under this chapter except for medical benefits and supplies during the time the employee is receiving the sick leave or wages. [Ord. 108 § 108.3.6, 10-6-2006 (Res. 2006-312)].

9.15.190 Limitation on payment.

No employee will receive compensation for or during the day on which the injury was received or the three days following the same, unless their disability continues for a period of 14 consecutive calendar days from the date of injury; provided, that attempts to return to work in the first 14 days following the injury will not break the continuity if the disability continues 14 days after the injury occurred. [Ord. 108 § 108.3.7, 10-6-2006 (Res. 2006-312)].

9.15.200 Temporary partial disability.

When a disability is or becomes partial only, and is temporary in character, the worker shall receive, for a period not exceeding two years, that proportion of the payments provided for temporary total disability in TTC 9.15.220 which the loss of earning power at any kind of work bears to the earning power existing at the time of the occurrence of the injury. [Ord. 108 § 108.3.8, 10-6-2006 (Res. 2006-312)].

9.15.210 Payments on behalf of children.

(1) For any period of time where both parents of a child or children are entitled to compensation due to either a temporary or permanent disability under this chapter, only the parent having the higher wages of the two is entitled to claim their child or children for purposes of increased compensation.

(2) Any compensation payable under this chapter for children who are not in the custody of the injured employee as of the date of the injury shall be payable to the person with legal custody of the children. [Ord. 108 § 108.3.9, 10-6-2006 (Res. 2006-312)].

9.15.220 Temporary total disability.

When total disability is only temporary, the schedule of payments outlined in TTC 9.15.260 for permanent total disability shall apply, so long as the total disability continues.

(1) As soon as recovery is so complete that the present earning power of the employee, at any kind of work, is restored to that existing at the time of the injury, the payment will cease.

(2) If and so long as the present earning power is only partially restored, payments shall continue according to TTC 9.15.170.

(3) In no event shall the monthly payments for time loss provided in this section exceed the maximum amounts set forth in RCW 51.32.090. [Ord. 108 § 108.3.10, 10-6-2006 (Res. 2006-312)].



9.15.230 Return to work provisions.

(1) Whenever the employer requests that an employee entitled to temporary total or temporary partial disability be certified by a physician as able to perform available work other than their usual job, the employer shall furnish the physician, with a copy to the employee, a statement describing the available work in terms that will enable the physician to relate the physical activities of the work to the employee's disability. The physician shall then determine whether the employee is physically able to perform the work described.

(a) If the employee is released by the physician for said work, and the work thereafter comes to an end before the employee's recovery is sufficient in the judgment of the physician to permit the return to their usual job, or to perform other available work, the employee's temporary total disability payments shall be resumed.

(b) Should the available work described, once undertaken by the employee, impede recovery to the extent that in the judgment of the physician the employee should not continue in that work, temporary total disability payments shall be resumed when the employee ceases such work.

(c) Once the employee returns to work as described herein, they shall not be assigned by the employer to work other than the light duty work described without the employee's written consent, or without prior review and approval by the employee's physician. In the event of any dispute as to the employee's ability to perform the work offered by the employer, the Workers' Compensation Committee shall make the final determination.

(2) An employer may, but is not required to, offer light duty work to injured employees who are given a limited release to return to work, but are not yet able to perform their regular job.

(a) An employer is not required to make light duty work available while a worker is on limited release. If an employer provides light duty work at a lower wage than the employee's average hourly wage at the time of the injury, the employee will receive temporary partial disability benefits proportional to the difference between their usual wages and the wages of the light duty job.

(b) If the employee refuses the offer of light-duty work then benefits will cease.

(c) No loss of earning power compensation will be provided unless there is a five percent or greater difference between the wages. [Ord. 108 § 108.3.11, 10-6-2006 (Res. 2006-312)].

9.15.240 Determination of permanent disability.

(1) All determinations of permanent disabilities shall be made by the Claims Administrator from information supplied by licensed medical doctors whose specific training qualifies them to make an accurate determination. Either the employee or the employer may request a determination of permanent disability; however, the determination can only be made after the employee's condition becomes fixed. In conjunction with this, the Claims Administrator may require that the employee present themselves for a special medical examination by a physician or physicians selected by the Claims Administrator. In such event, the costs of such examination or interview,



including payment of any reasonable travel expenses and wages for any scheduled work hours missed, shall be paid by the fund.

(2) The Claims Administrator will reexamine periodically each permanent disability claim for which the Claims Administrator has current payment responsibility, to determine whether the worker is currently permanently incapacitated from regularly performing work at any gainful and suitable occupation. Reexamination will be conducted at least every two years or more frequently if the Workers' Compensation Committee requires. Reexamination will include medical examinations, reports and other records that the Claims Administrator considers necessary or as the Workers' Compensation Committee requires. The Claims Administrator will forward to the Workers' Compensation Committee the results of each reexamination. [Ord. 108 § 108.3.12, 10-6-2006 (Res. 2006-312)].

9.15.250 Permanent partial disability.

(1) For the permanent partial disabilities described in RCW 51.32.080(1)(a), the injured employee shall receive compensation according to the schedule set out in RCW 51.32.080.

(2) Compensation for amputation of a member or part thereof at a site other than those described in RCW 51.32.080, and for loss of central visual acuity and loss of hearing other than complete, shall be in proportion to that which such amputation or partial loss of visual acuity or hearing most closely resembles and approximates.

(3) The total compensation for all unspecified permanent partial disabilities resulting from the same injury shall not exceed the amount mandated for total bodily impairment, except that the total compensation for all unspecified permanent partial disabilities involving injuries to the back that do not have marked objective clinical findings to substantiate the disability and which result from the same injury shall not exceed 75 percent of the amount allowed for total bodily impairment in RCW 51.32.080.

(4) If permanent partial disability compensation is followed by permanent total disability compensation, any portion of the permanent partial disability compensation which exceeds the amount that would have been paid the injured employee if permanent total disability compensation had been paid in the first instance shall be deducted from the pension reserve of the injured employee and his monthly compensation payments will be reduced accordingly.

(5) Should an employee receive an injury to a member or part of their body already, from whatever cause, permanently partially disabled, resulting in amputation thereof or aggravation or increase in such permanent partial disability, but not resulting in the permanent total disability of such employee, their compensation for such partial disability will be adjudged with regard to the previous disability of the injured member or part and the degree of the extent of the aggravation or increase of the disability.

(6) When compensation provided under this section exceeds three times the average monthly wage calculated in RCW 51.08.018, payment will be made in monthly payments until such compensation is paid in full, except that the first monthly payment will be in an amount equal to three times the average monthly wage, and interest will be paid at eight percent on the unpaid



balance commencing with the second monthly payment. [Ord. 108 § 108.3.13, 10-6-2006 (Res. 2006-312)].

9.15.260 Permanent total disability.

(1) When the Claims Administrator determines that permanent total disability results from the injury, the employee shall receive on a monthly basis, during the period of disability:

- (a) If married at the time of the injury, 65 percent of their monthly wages, but not less than \$215.00 per month.
- (b) If married with one child at the time of the injury, 67 percent of their monthly wages, but not less than \$252.00 per month.
- (c) If married with two children at the time of the injury, 69 percent of their monthly wages, but not less than \$283.00 per month.
- (d) If married with three children at the time of the injury, 71 percent of their monthly wages, but not less than \$306.00 per month.
- (e) If married with four children at the time of the injury, 73 percent of their monthly wages, but not less than \$329.00 per month.
- (f) If married with five or more children at the time of the injury, 75 percent of their monthly wages, but not less than \$352.00 per month.
- (g) If unmarried with one child at the time of the injury, 62 percent of their monthly wages, but not less than \$222.00 per month.
- (h) If unmarried with two children at the time of the injury, 64 percent of their monthly wages, but not less than \$253.00 per month.
- (i) If unmarried with three children at the time of the injury, 66 percent of their monthly wages, but not less than \$276.00 per month.
- (j) If unmarried with four children at the time of the injury, 68 percent of their monthly wages, but not less than \$299.00 per month.
- (k) If unmarried with five or more children at the time of the injury, 70 percent of their monthly wages but not less than \$322.00 per month.

(2) If the character of the injury is such that it renders the employee so physically helpless as to require hiring an attendant, the employer shall make monthly payments to such attendant for their services as long as the requirement continues. [Ord. 108 § 108.3.14, 10-6-2006 (Res. 2006-312)].

9.15.270 Death during permanent total disability.



Every employee who becomes eligible for permanent total disability must select one of the three options listed below. Once an employee has selected an option, then if the employee should die during the period of permanent disability, whatever the cause of death, leaving a spouse or any dependents, payment shall be made in the manner and in the amounts as provided for by the option selected. If, however, an employee dies from a cause related to the injury during a period of permanent total disability, then their beneficiaries shall receive benefits under TTC 9.15.300.

(1) Option I. An injured employee selecting this option will receive the benefits provided under TTC 9.15.260. The benefits will cease upon the employee's death, with no benefits being paid to the worker's surviving spouse, children, or others. The employee must make the election in writing and the employee's spouse, if any, must consent in writing as a prerequisite to electing this option.

(2) Option II. An injured employee selecting this option shall receive an actuarially reduced benefit, which upon death will be continued throughout the life of and be paid to the surviving spouse, child, or other dependent. The employee selecting this option must nominate the person to whom the benefits will be paid, in writing, at the time of the selection.

(3) Option III. An injured employee selecting this option shall receive an actuarially reduced benefit and, upon death, one-half of the reduced benefit shall be continued throughout the life of and be paid to the surviving spouse, child, or other dependent. The employee selecting this option must nominate the person to whom the benefits will be paid, in writing, at the time of the selection. [Ord. 108 § 108.3.15, 10-6-2006 (Res. 2006-312)].

9.15.280 Reduction of awards.

(1) Social Security Offset. For persons under the age of 65 receiving compensation for temporary or permanent total disability as provided in this chapter:

(a) Compensation provided under this chapter will be reduced by an amount equal to the benefits payable under the Federal Old-Age, Survivors and Disability Insurance Act, as now and hereafter amended, not to exceed the amount of reduction established pursuant to 42 U.S.C. 424a. However, compensation will not be reduced when the workers' compensation provided herein combined with the Federal Old-Age, Survivors and Disability Insurance Act is less than the total benefit to which the Federal reduction would apply pursuant to 42 U.S.C. 424a.

(b) Where any person described in this section refuses to authorize the release of information concerning the amount of benefits payable to them under the Federal act, the employer's estimate of the amount shall be deemed correct unless and until the actual amount is established. No adjustment will be made for any period of time covered by such refusal where the employer's estimate is incorrect.

(c) Any reduction under this subsection (1) shall be effective the month following the month in which the employer is notified by the Federal Social Security Administration that the person is receiving disability benefits under the Federal act.

(2) Awards Through Other Compensatory Schemes. Where an employee is receiving payment under the workers' compensation provisions of another political entity, it does not bar a claim for



compensation under this chapter. However, the total amount of compensation paid to an injured employee under the other workers' compensation law will be credited against the compensation due the employee or their beneficiary under this chapter.

(3) Failure to Follow Safety Procedures. Where an employee fails to follow standard operating safety procedures, including but not limited to failure to use safety devices or obey any reasonable rule adopted for the safety of employees, the award for any injury or occupational disease will be reduced by 15 percent.

(4) In the event of an overpayment of benefits, the employer may not recover more than the overpayments for the six months immediately proceeding the date the employer notifies the employee that overpayment has occurred.

(5) Upon a determination that there has been an overpayment, the employer shall immediately notify the person who received it that they will be required to make repayment pursuant to TTC 9.15.420. [Ord. 108 § 108.3.16, 10-6-2006 (Res. 2006-312)].

9.15.290 Compensation for additional accident.

Should a further accident occur to an employee receiving compensation for a temporary disability, or who has been paid or awarded compensation for a permanent disability, the award of compensation for such further injury will be made with regard to the combined effect of the injuries of the employee and past receipt of money for such disabilities. [Ord. 108 § 108.3.17, 10-6-2006 (Res. 2006-312)].

9.15.300 Death benefits.

If death results from an injury, payment will be made as follows:

(1) The expenses of burial, including transportation of the body, will be paid, but not exceeding the amount allowed for burial expenses under RCW 51.32.050.

(2) An amount equal to 100 percent of the average monthly wage as defined in RCW 51.08.018 will be paid to any surviving spouse, or child or children of a deceased employee if there is no surviving spouse, or dependent parent or parents, if there is no surviving spouse or child. Any such children or parent shall share and share alike the aforementioned amount.

(3) A surviving spouse of a deceased employee eligible for benefits under this chapter will receive, in addition to the lump sum payment in subsection (2) of this section, until remarriage, monthly payments as follows:

(a) If there are no children of the deceased employee, 60 percent of the deceased employee's wages, but not less than \$185.00;

(b) If there is one child of the deceased employee in the legal custody of the surviving spouse, 62 percent of the deceased employee's monthly wages, but not less than \$222.00;

(c) If there are two children of the deceased employee in the legal custody of the surviving spouse, 64 percent of the deceased employee's monthly wages, but not less than \$253.00;



(d) If there are three children of the deceased employee in the legal custody of the surviving spouse, 66 percent of the deceased employee's monthly wages, but not less than \$276.00;

(e) If there are four children of the deceased employee in the legal custody of the surviving spouse, 68 percent of the deceased employee's monthly wages, but not less than \$299.00;

(f) If there are five or more children of the deceased employee in the legal custody of the surviving spouse, 70 percent of the deceased employee's monthly wages, but not less than \$322.00.

(4) Where the surviving spouse does not have legal custody of any child or children of the deceased employee or where after the death of the employee legal custody of their child or children passes from the surviving spouse to another, any payment on account of the child or children not in the legal custody of the surviving spouse will be made to the person or people having the legal custody of the deceased employee's children. The amount of the payments will be five percent of the monthly benefits payable as a result of the employee's death for each child, but not to exceed 25 percent. The payments on account of such surviving children shall be subtracted from the amount to which the surviving spouse would have been entitled had they had legal custody of all of the children and the surviving spouse will receive the remainder after the payments for the surviving children have been deducted. The payments on account of a child or children not in the legal custody of the surviving spouse will be apportioned equally to all eligible children.

(5) Payments to the surviving spouse of the deceased employee will cease at the end of the month in which remarriage occurs; however, the monthly payment made on behalf of the child or children of the deceased employee shall continue following the surviving spouse's remarriage in a sum equal to five percent of the deceased employee's monthly wages for each child, not to exceed 25 percent, and shall be apportioned equally among all eligible children. Payments made pursuant to this section on behalf of the surviving children will be placed into an account for the benefit of the children unless they are 18 or older and then payments will be made directly to the child or children.

(6) If there is a child or children but no surviving spouse of the deceased employee, or the surviving spouse is not eligible to receive benefits under this chapter, benefits will be paid to the child or children as follows:

(a) For one child a sum equal to 35 percent of the deceased employee's wages shall be paid monthly;

(b) For each additional child the benefits will be increased by an amount equal to 15 percent of the deceased employee's wages but not to exceed 65 percent of the deceased employee's wages;

(c) Where there is more than one child the total sum will be divided equally among all children.

(7) If the employee leaves no surviving spouse or child, but leaves a dependent or dependents, a monthly payment will be made to each dependent equal to 50 percent of the average monthly support actually received by such dependent from the employee during the 12 months preceding the occurrence of the injury, but the total payment to all dependents in any case shall not exceed



65 percent of the wages of the deceased employee at the time of death or 75 percent of the average monthly wage as calculated in RCW 51.08.018, whichever is less. If any dependent is under the age of 18 years old at the time of the occurrence of the injury, the payment to that dependent will cease when they reach 18, except that such payments will continue until the dependent reaches 23, while enrolled full-time in an accredited school. The payment will cease if and when, under the same circumstances, the necessity creating the dependency would have ceased if the injury had not happened.

(8) If the employee leaves no surviving spouse, child, or dependent, a lump sum payment of \$10,000 will be paid to the employee's estate, in addition to benefits provided for burial in subsection (1) of this section. [Ord. 108 § 108.3.18, 10-6-2006 (Res. 2006-312)].

9.15.310 Accelerating or converting awards.

(1) Where an employee has been awarded compensation for permanent partial disability, and the award has become final by operation of law or waiver of the right to appeal, the Workers' Compensation Committee may, in its discretion, upon the employee's application, order all or any part of the remaining unpaid award to be paid to the employee in a lump sum.

(2) In all cases where the award for permanent partial disability does not exceed the average monthly wages in the State, as calculated by RCW 51.08.018, the Claims Administrator shall pay the total award in a lump sum.

(3) An injured employee or surviving spouse may apply to have their monthly payments converted, in whole or in part, into a lump sum payment, in which event the monthly payment will cease in whole or in part. Each application for conversion will be decided by the Committee on the merits of the individual application. [Ord. 108 § 108.3.19, 10-6-2006 (Res. 2006-312)].

9.15.320 Protection of awards.

No money paid or payable under this chapter will, before the issuance and delivery of the check or warrant, be assignable, charged or taken in execution, attached, garnished or pass or be payable to any person by operation of law, any form of voluntary assignment, or power of attorney. [Ord. 108 § 108.3.20, 10-6-2006 (Res. 2006-312)].

Article IV. Claims Procedures

9.15.330 Notice of injury or occupational disease.

(1) Notice of Injury or Occupational Disease. Any employee who has sustained an injury or developed a disease in the course of employment shall immediately report the accident or diagnosis of disease to the supervisor in charge of the employee and to the designated employer representative. An injury may be reported by another on behalf of the employee. An occupational disease must be reported immediately after the employee learns of, or reasonably should have been aware of, the connection between their employment and the occupational disease.

(2) Form of Notice. Such notice shall be submitted in writing on a form provided by the employer.



(3) Failure to Provide Notice. If the employee fails to report the injury immediately, any award of compensation under this chapter may be reduced proportionately to any prejudice that the employer has sustained by reason of the employee's failure to immediately report the injury. The burden of proof with respect to such prejudice shall rest on the employer. [Ord. 108 § 108.4.1, 10-6-2006 (Res. 2006-312)].

9.15.340 Employee's application for compensation.

(1) Application for Compensation. Where an employee is entitled to compensation under this chapter, the employee shall file an application for compensation with the designated employer representative and shall identify their treating physician. No medical services covered in this plan shall be paid for at rates exceeding those promulgated by the Workers' Compensation Committee.

(2) Failure to Submit Application for Compensation. An employee shall not be entitled to recover any amount expended by the employee for medical or other treatment or services unless they shall have filed an application for compensation.

(3) Physician's Duty to Aid. It shall be the duty of the treating physician to lend all necessary assistance in making the application for compensation and such proof of other matters required by the rules of the Workers' Compensation Committee without charge to the employee. [Ord. 108 § 108.4.2, 10-6-2006 (Res. 2006-312)].

9.15.350 Employee's duty to report claim activity.

Where a claim has been filed and benefits are being provided, it shall be the obligation of the employee to contact the designated employer representative at least once every 30 days. [Ord. 108 § 108.4.3, 10-6-2006 (Res. 2006-312)].

9.15.360 Statute of limitations.

(1) One-Year Statute of Limitations. Except as otherwise provided herein, the right to compensation for disability or death under this chapter shall be barred unless a claim is filed within one year after the injury or death. The time for filing a claim shall not begin to run until the employee or beneficiary is aware, or by the exercise of reasonable diligence should have been aware, of the relationship between the injury or death and the employment.

(2) Incompetents and Minors. If an employee who is entitled to compensation under this chapter is mentally incompetent or a minor, the provisions herein shall not be applicable so long as such person has no guardian or other authorized representative, but shall be applicable from the date of appointment of such guardian or other representative. In the case of a minor, if no guardian is appointed before the minor becomes of age, then these provisions shall be applicable from the date such minor becomes of age.

(3) Occupational Disease. Claims for occupational disease or infection must be filed within one year following the date the employee or beneficiary had notice from a physician of the existence of the employee's occupational disease without reference to its date of origin, or within one year after the employee or beneficiary is aware, or by the exercise of reasonable diligence should have



been aware, of the relationship between the disease or death and the employment, but in no event longer than three years from the date the employee terminates their employment with the Tribes or one of its enterprises. [Ord. 108 § 108.4.4, 10-6-2006 (Res. 2006-312)].

9.15.370 Burden of proof.

The burden of proof to establish entitlement benefits under this chapter, except as set forth in TTC 9.15.380, shall rest on the covered employee, or their dependents in the case of death. [Ord. 108 § 108.4.5, 10-6-2006 (Res. 2006-312)].

9.15.380 Presumptions.

When a covered employee is found dead by accident under circumstances indicating that the accident took place within time and place limits of employment and no conclusive evidence is present to exclude coverage as provided herein, it shall be the presumption that death arose out of employment, and benefits shall be paid. [Ord. 108 § 108.4.6, 10-6-2006 (Res. 2006-312)].

9.15.390 Proof of dependency.

Upon request at any time, a dependent shall furnish the Claims Administrator with proof satisfactory to the Claims Administrator of the nature, amount, and extent of the contribution by the employee for such dependent's support. [Ord. 108 § 108.4.7, 10-6-2006 (Res. 2006-312)].

9.15.400 Compromise and release.

Nothing in this chapter shall impair the rights of the parties to compromise, subject to the provisions herein, any liability which is claimed to exist under this chapter on account of injury, disease, or death. After reaching a compromise, a copy of the release or compromise agreement signed by both the claimant and the Claims Administrator shall be presented to the Workers' Compensation Committee for approval. If approved, the Claims Administrator shall enter an award based on the release or compromise agreement. [Ord. 108 § 108.4.8, 10-6-2006 (Res. 2006-312)].

9.15.410 Claim closure.

(1) Closure Determination. An employee's claim shall be closed when the Claims Administrator determines that the injured employee has reached the point where maximum medical improvement has been reached. Where a claim has been filed and where benefits have been provided by the employer, the Claims Administrator shall close an employee's claim if there has been no claim activity for the previous 180 days. Such closure shall be deemed to occur by operation of law. The Claims Administrator shall serve written notice of the closure of the claim after expiration of the 180-day period.

(2) Reopening of Claims. Where any significant change in disability occurs within seven years of the closing of the claim, the employee may petition for a readjustment of the compensation rate. The Claims Administrator may, at any time, upon his or her own motion, readjust the rate of compensation, or in a proper case, terminate the payment. If an order denying an application to reopen is not issued within 90 days of receipt by the Claims Administrator, such application shall be deemed granted. However, for good cause, the Claims Administrator may extend the time for



making the final determination on the application for an additional 60 days. [Ord. 108 § 108.4.9, 10-6-2006 (Res. 2006-312)].

9.15.420 Recovery of payments made due to error, mistake, erroneous adjudication, or fraud.

(1) Payments Due to Error and Mistake. Whenever any payment of benefits under this chapter is made because of clerical error, mistaken identity, innocent misrepresentation by or on behalf of the recipient thereof mistakenly acted upon, or any other circumstances of a similar nature not induced by fraud, the recipient shall repay it. Recoupment may be made from any future payments due the recipient on any claim against the Tribes. The Claims Administrator must make a claim for such repayment or recoupment within one year of the making of any such payment or it will be deemed that any claim therefor has been waived. The Claims Administrator may exercise their discretion to waive, in whole or in part, the amount of any such timely claim where the recovery would be against equity and good conscience.

(2) Payments Due to Erroneous Adjudication. Whenever any payment of benefits under this chapter has been made pursuant to a determination by the Claims Administrator and timely protest or appeal has been made, where the final decision is that any such payment was made pursuant to an erroneous adjudication or pursuant to the exhaustion of administrative appeals, the recipient shall repay it, and recoupment may be made from any future payments due the recipient on any claim being paid by the Tribes. The Claims Administrator may exercise their discretion to waive, in whole or in part, the amount of any such payments where the recovery would be against equity and good conscience.

(3) Payments Due to Fraud. Whenever any payment of benefits under this chapter has been induced by fraud, the recipient shall repay any such payments together with a penalty of 50 percent of the total of any such payments, and the amount of such total sum may be recouped from any future payments due the recipient on any claim against the Tribes. Such repayment or recoupment must be demanded within one year of the discovery of the fraud. In addition to the penalties provided under this chapter, the recipient may also be charged with a Class D offense under TTC 3.35.140, False claims to Tribal agencies. [Ord. 108 § 108.4.10, 10-6-2006 (Res. 2006-312)].

9.15.430 Medical examinations.

(1) Medical Examination May Be Required. When medical questions arise, an employee entitled to or claiming compensation under this chapter shall, if requested by the Claims Administrator, submit to medical examination at a time, and from time to time, and at a place reasonably convenient for the employee by a physician selected by the Claims Administrator.

(2) Medical Evaluations. Medical evaluations for purposes of determining permanent disability, claim reopening, and claim closure shall not be made by the employee's treating physician. Such evaluations shall be made by an evaluating physician selected by the Claims Administrator.

(3) Refusal to Submit. If the employee refuses to submit to a medical examination or obstructs the same, or if any injured employee shall persist in unsanitary or injurious practices which tend to imperil or retard such worker's recovery, or shall refuse to submit to such medical or surgical



treatment as is reasonably essential to the employee's recovery, the Claims Administrator, with notice to the employee, may reduce or suspend the employee's compensation as long as such refusal or practice continues.

(4) Travel Expenses. If the employee necessarily incurs traveling expenses in attending a medical examination pursuant to the request of the Claims Administrator, such traveling expenses shall be repaid to the employee by the Tribes. [Ord. 108 § 108.4.11, 10-6-2006 (Res. 2006-312)].

9.15.440 Testimony of physicians not privileged.

Information obtained by the attending physician or surgeon while treating the injured employee shall not be a privileged communication if such information is required by the Claims Administrator for a proper understanding of the case and a determination of the rights involved. The Claims Administrator shall have the right to request a full and complete report from the physician or surgeon at times and in the form and detail deemed necessary to evaluate the claim. [Ord. 108 § 108.4.12, 10-6-2006 (Res. 2006-312)].

9.15.450 Confidentiality.

Information contained in the claims files and records of injured employees under the provisions of this plan shall be deemed confidential and shall not be open to public inspection. Representatives of the claimant, be it an individual or an organization, may review a claim file or receive specific information therefrom upon the presentation of the signed authorization of the claimant. The employer or its duly authorized representatives may review any files of their own injured employees in connection with any pending claims. Physicians treating or examining employees claiming benefits under this chapter, or physicians giving medical advice to the Claims Administrator regarding any claim, may, at the discretion of the Claims Administrator, inspect the claims files and records of the injured employee. Other persons may make such inspection, at the Claims Administrator's discretion, when such persons are rendering assistance to the Claims Administrator at any stage of the proceedings on any matter pertaining to the administration of this chapter. [Ord. 108 § 108.4.13, 10-6-2006 (Res. 2006-312)].

9.15.460 Actions against third persons.

(1) Election to Bring Third Party Action. If a third person, not in the employ of the Tribes, is or may become liable to pay damages on account of an employee's injury for which benefits and compensation are being provided under this chapter, the injured employee or their beneficiary may elect to seek damages from that third person. The injured employee will be entitled to the full compensation and benefits provided under this chapter regardless of any such third party action.

(2) Assignment of Action to Tribes. An election not to proceed against the third party operates as an assignment of the cause of action to the Workers' Compensation Committee, which may prosecute or compromise the action, at its discretion, in the name of the injured employee, beneficiary or legal representative. If such an election is made, the injured employee or their beneficiary shall be entitled to any remaining balance of the award or settlement recovered after deduction of the expenses incurred in making the recovery, including reasonable legal services,



and the compensation and benefits paid on behalf of the employee or their beneficiary by the Workers' Compensation Committee.

(3) Notice to Parties. If either the employee or the Workers' Compensation Committee brings an action against a third party for the injury, they shall give to the other a copy of the complaint either by personal service or certified mail. If either the employee or the Committee brings the action, the other may, at any time before trial on the facts, join as a party plaintiff or consolidate actions if they were brought independently.

(4) Distribution of Award or Settlement.

(a) In an action by an injured employee or their beneficiary against a third party, any award or settlement shall be distributed as follows:

(i) The costs and reasonable attorneys fees shall be paid;

(ii) The injured employee or their beneficiary shall be paid 25 percent of the balance of the award; provided, that in the event of a compromise and settlement by the parties, the injured employee or their beneficiary may agree to a sum less than 25 percent;

(iii) The balance of the award will be deposited with the Tribal fund, but only to the extent necessary to reimburse the fund for compensation benefits paid;

(iv) Any remaining balance shall be paid to the injured employee or their beneficiary.

(b) After the award or settlement has been distributed, no payment will be made to or on behalf of the employee or beneficiary from the Tribal fund for such injury until the amount of any further compensation or benefits that would have been due equals any such remaining balance under subsection (4)(a)(iv) of this section. Thereafter such benefits shall be paid from the fund to or on behalf of the employee or their beneficiary as though no third party action had been made.

(c) Any compromise or settlement of a third party cause of action that results in less than the entitlement in subsections (4)(a)(i) through (iii) of this section is void unless made with the written approval of the Workers' Compensation Committee and the employee or their beneficiary.

(5) Award Subject to Lien. The award or settlement shall be subject to a lien in favor of the Tribal fund for its share under this section.

(6) Required Election. The Workers' Compensation Committee may require the injured employee or their beneficiary to exercise the right to election herein by serving a written demand, either by mail or personal service, on the employee or their beneficiary. Unless an election is made within 60 days of receipt of the demand, the employee or beneficiary is deemed to have assigned the action to the Tribes. [Ord. 108 § 108.4.14, 10-6-2006 (Res. 2006-312)].

Article V. Protests and Appeals

9.15.470 Protests.



(1) What Can Be Protested. Any order, decision, or award made by the Claims Administrator can be protested to the Workers' Compensation Committee after exhaustion of administrative appeals to the Claims Administrator. Whenever such an order, decision, or award is made, the employee, beneficiary, employer, and any other person affected by the decision shall be sent a copy of the decision by mail.

(a) Exhaustion of Administrative Appeals. Decisions of the Claims Administrator must be appealed within 15 days. If the administrative appeals process extends beyond 90 days from the time of filing, any benefits suspended during the pendency of the administrative appeals shall be reinstated from that date forward until the Claims Administrator issues a final decision.

(2) Procedure for Protest.

(a) Notice of Protest. Any employee, beneficiary, employer, or other person aggrieved by an order, decision, or award as initially made by the Claims Administrator must file a notice of protest with the Workers' Compensation Committee within 15 days after receipt of the Claims Administrator's final decision following exhaustion of administrative appeals. Such notice of protest need be in no particular form, but must be in writing. Any additional evidence, proof, or claim shall be submitted along with the notice of protest. A notice of protest is barred if it is not timely filed.

(b) Workers' Compensation Committee Decision. The protest shall be considered by the Workers' Compensation Committee, and a decision shall be rendered within 30 days of receipt of the notice of protest and additional evidence. The Workers' Compensation Committee shall hold no hearing, but shall review the matter on the basis of the claim files and records. The Committee may also seek opinions from outside physicians, if necessary, and consider any supplementary materials submitted by the protestor. The written decision shall be sent to the protestor by mail.

(c) Scope of Decision. The Workers' Compensation Committee has the power to approve, deny, or modify any order, decision, or award of the Claims Administrator upon protest. [Ord. 108 § 108.5.1, 10-6-2006 (Res. 2006-312)].

9.15.480 Appeals.

(1) Tribal Court Appeal. Any employee, beneficiary, employer, or other person aggrieved by the protest decision of the Workers' Compensation Committee shall have the right to appeal that determination to the Tribal Court.

(2) Procedures for Appeal.

(a) Notice of Appeal. A Notice of Appeal must be filed within 30 days from the receipt of the written decision from the Workers' Compensation Committee. Such notice must be filed with the Tribal Court and copies must be served either personally or by certified mail, return receipt requested, upon the Claims Administrator and Workers' Compensation Committee.

(b) Contents of Notice. The Notice of Appeal must set forth in full detail the grounds upon which the appealing party considers the decision of the Workers' Compensation Committee unjust or



unlawful. The notice must include every issue to be considered by the Court. The appellant will be deemed to have waived all objections to irregularities concerning the matter on which such appeal is taken other than those specifically set forth in the Notice of Appeal.

(c) Administrator's Record. The Claims Administrator shall transmit their original records, or legible copies certified as to their accuracy, to the Tribal Court within 10 days of receiving Notice of Appeal to the Tribal Court.

(d) Committee's Record. The Workers' Compensation Committee shall submit their original records, or legible copies certified by the Chairman as to their accuracy, to the Tribal Court within 10 days of receiving Notice of Appeal to the Tribal Court.

(e) Hearing. The Court will schedule a hearing to take place no later than 30 days from receipt of the Notice of Appeal. The Court Clerk will send notice of the time, date, and location of the hearing to the parties.

(f) Bond. No bond will be required on appeal to the Tribal Court.

(g) No Stay of Award. The commencement of an action for review by the Tulalip Court does not relieve the employer from payment of compensation as directed by the Workers' Compensation Committee. If the Committee's decision is overturned, then repayment will be governed by TTC 9.15.420.

(3) Proceedings in Tribal Court.

(a) Rules. The Tribal Court's rules of civil procedure will govern any appeal to the Tribal Court, except where they conflict with the specific procedures herein.

(b) Evidence.

(i) Only such issues of law or fact that were properly included in the Notice of Appeal shall be heard by the Court. The Trial Court will review the case anew, but only on the basis of the evidence or testimony submitted in connection with the protest to the Workers' Compensation Committee or contained in the Committee's record filed in the Court. The Court may not receive new testimony, except as provided for in subsection (3)(b)(ii) of this section.

(ii) In cases of alleged procedural irregularities not shown in the record, the Court may take testimony from witnesses.

(c) Standards. In all Court proceedings under this chapter, the findings and decisions of the Workers' Compensation Committee shall be considered correct on their face and the employee will have the burden of proving their case. If the Court determines that the Committee has correctly construed the law and found the facts, the decision of the Committee will be confirmed. Otherwise, the decision of the Committee will be reversed or modified. Where the Court modifies the Committee's decision, the Court will remand to the Committee for further proceedings in accordance with the Court's findings. However, the Court cannot remand for an award higher than that set out in the schedule of compensation provided for in this chapter.



(d) Decision. All Tribal Court decisions will be in writing, stating the issues as they appeared to the Court and the basis of the Court's decision. Copies of the decision will be sent to all parties to the appeal. The Court will issue its decision within 30 days of the hearing. Decisions of the Tribal Court may not be appealed. [Ord. 108 § 108.5.2, 10-6-2006 (Res. 2006-312)].

9.15.490 Attorneys fees.

After appeal to the Tribal Court from the decision of the Workers' Compensation Committee, a reasonable fee for the services of the prevailing party's attorney may be fixed by the Court. [Ord. 108 § 108.5.2, 10-6-2006 (Res. 2006-312)].

Article VI. Funding

9.15.500 Purpose of fund.

There shall be established a Tribal fund for the purposes of payment of compensation claims under the Tulalip Tribes workers' compensation plan. [Ord. 108 § 108.6.1, 10-6-2006 (Res. 2006-312)].

9.15.510 Administration of fund.

The Board of Directors shall direct the overall administration of the fund. Upon request from the Board, the Workers' Compensation Committee shall provide annual reports on the status of the fund. The Tribes may require employees to contribute to the fund if deemed necessary by the Board of Directors to sustain the Tulalip Tribes workers' compensation plan. [Ord. 108 § 108.6.2, 10-6-2006 (Res. 2006-312)].



Article VII. Severability

9.15.520 Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter, or the application of the provision to other persons or circumstances, shall remain in effect. [Ord. 108 § 108.7.2, 10-6-2006 (Res. 2006-312)].

Chapter 9.20 RIGHT TO WORK

Sections:

9.20.010 Preamble.

9.20.020 Definitions.

9.20.030 Right to Work or Employment Without Membership in Labor Organization.

9.20.040 Illegality of Acts or Agreements Violating Article – Strike or Picketing for Illegal Purpose.

9.20.050 Civil Liability of Person Violating Article.

9.20.060 Injunctive Relief from Injury Resulting from Violation of Article.

9.20.010 Preamble.

The Tulalip Tribes is committed to preserving the resources of the Tribes, its members and the Tribal community, through encouraging employment, providing for a wide range of public services, and maintaining peace and good order within the sovereign jurisdiction of the Tribes. Pursuant to the inherent sovereign powers of the Tribes and the powers expressly delegated to the Board of Directors by the Constitution and Bylaws of the Tribes, the Tribes recognizes the need for creating this chapter which protects and guarantees the rights of employees to have full employment opportunity on the Reservation. [Ord. 131 § 1, 7-12-2007 (Res. 2007-185)].

9.20.020 Definitions.

In this chapter, unless the context otherwise requires:

(1) “Labor organization” means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment.

(2) “Person” includes one or more individuals, a corporation, association, company, firm or labor organization. [Ord. 131 § 2, 7-12-2007 (Res. 2007-185)].



9.20.030 Right to Work or Employment Without Membership in Labor Organization.

(1) No person shall be denied the opportunity to obtain or retain employment because of nonmembership in a labor organization, nor shall the Tribes or any governmental subdivision thereof, or any corporation, individual, or association existing or by license or otherwise operating on the Tulalip Indian Reservation, enter into an agreement, written or oral, which excludes a person from employment or continuation of employment on the Tulalip Indian Reservation because of nonmembership in a labor organization.

(2) No person shall be required, as a condition of employment or continuation of employment on the Tulalip Indian Reservation, to: (a) resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor organization; (b) become or remain a member of a labor organization; (c) pay dues, fees, assessments or other charges of any kind or amount to a labor organization; (d) pay to any charity or other third party, in lieu of such payments, any amount equivalent to dues, fees, assessments or other charges regularly required of members of a labor organization; or (e) be recommended, approved, referred or cleared through a labor organization. [Ord. 131 § 3, 7-12-2007 (Res. 2007-185)].

9.20.040 Illegality of Acts or Agreements Violating Article – Strike or Picketing for Illegal Purpose.

(1) Any act or provision in an agreement which is in violation of this chapter is illegal and void.

(2) Any strike or picketing to force or induce an employer to make an agreement orally or in writing in violation of this chapter is for an illegal purpose.

(3) Any act by any person, employee, labor organization, or officer, agent or member thereof, of threatened or actual interference with a person, his immediate family or his property, to compel or attempt to compel such person to join a labor organization, to strike against his will or to leave his employment is unlawful and prohibited by this chapter. [Ord. 131 § 4, 7-12-2007 (Res. 2007-185)].

9.20.050 Civil Liability of Person Violating Article.

A person who violates any provision of this chapter, or who enters into an agreement containing a provision declared illegal by this chapter, or who brings about the discharge of or denial of employment to any person because of nonmembership in a labor organization shall be liable to the person injured as the result of such act or provision and may be sued therefor in Tulalip Tribal Court, and in such action any labor organization, subdivision or local thereof shall be bound by the acts of its duly authorized agents acting within the scope of their authority, and may sue or be sued in its common name. [Ord. 131 § 5, 7-12-2007 (Res. 2007-185)].

9.20.060 Injunctive Relief from Injury Resulting from Violation of Article.

A person injured or threatened with injury by an act declared illegal by this chapter shall, notwithstanding any other provision of law to the contrary, be entitled to injunctive relief therefrom. [Ord. 131 § 6, 7-12-2007 (Res. 2007-185)].

Chapter 9.25



TULALIP EMPLOYMENT

Sections:

9.25.010 Purpose.

9.25.020 Scope.

9.25.030 Definitions.

9.25.040 Preference.

9.25.050 Job Announcements.

9.25.060 Complaint Process.

9.25.070 Sovereign Immunity.

9.25.075 Employee Furlough.

9.25.080 Severability.

9.25.010 Purpose.

The Tulalip Tribes (and all of its entities) shall ensure preference, fairness and consistency in the hiring process; which includes, but is not limited to, advertisement, screening, testing and interviews. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].

9.25.020 Scope.

(1) This chapter shall apply to every entity of the Tulalip Tribes that is an employer and its employees, unless a variance is approved by the Tulalip Board of Directors.

(2) TERO (Tribal Employment Rights Office) has full investigative authority of noncompliance in regard to preference in the hiring process.

(3) The Tulalip Board of Directors and the Quil Ceda Village Council reserve the right to authorize hiring of individuals without utilizing the hiring process per this chapter. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].

9.25.030 Definitions.

(1) “Applicant” means an individual who applies or is considered for a position within the Tulalip Tribes.

(2) “Family Members” means spouse, children, parents, siblings, nieces, nephews, grandparents, grandparents-in-law, grandchildren, aunts, uncles, step and foster children, legal wards, first cousins, parents-in-law, siblings-in-law, and others raised or residing in the home and considered by the Tribal community to be a part of the immediate family.



(3) “Native American Preference” means employment preference given to an enrolled Native American of a Federally recognized tribe, nation or band, including Alaskan Native villages, communities and/or corporations.

(4) “Military Veteran” means a person who has been discharged from the active, reserve, or National Guard armed forces of the United States including Army, Navy, Marines, Air Force and Coast Guard, excluding dishonorable discharge.

(5) “Preference Tier” means a list of the order in which hiring preference is assigned to eligible Applicants.

(6) “Tribal Preference” means employment preference given to an enrolled member of the Tulalip Tribes. These individuals will be given the first preference for all employment opportunities. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].

9.25.040 Preference.

(1) Applicants shall be assigned a preference category, if applicable, upon valid documentation.

(2) Applicants who are not eligible for one of the preference categories may only proceed if there are no qualified preference Applicants for the position, regardless of any higher qualifications that a nonpreference Applicant may have.

(3) Preference categories in employment shall be assigned in the following order:

(a) TERO Preference.

(i) Category 1: enrolled Tulalip Tribal Member.

(ii) Category 2: spouse, parent or child of an enrolled Tulalip Tribal Member, current legal guardian of a Tulalip Tribal Member (with court documentation of guardianship), or a domestic partner of a Tulalip Tribal Member.

(iii) Category 3: other Native American enrolled in a Federally recognized tribe, nation or band, including Alaskan Native villages, communities and/or corporations.

(iv) Category 4: spouse of other Native American enrolled in a Federally recognized tribe(s) as listed above.

(b) Current Employee Preference.

Category 5: an Employee currently employed by an entity of the Tulalip Tribes.

(c) Veteran Preference. The Tulalip Tribes shall allow Veteran Preference. If an Applicant is being considered for hire that is a United States Military Veteran, the individual shall be given further preference by being afforded five additional points in the interview process. Any spouse of an active enlisted military member shall receive an additional three points in the interview process. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].



9.25.050 Job Announcements.

- (1) All newly created positions shall be advertised. Open positions, which have been previously advertised, are eligible to be filled through promotion, transfer and/or reclassification per the terms of the entity Handbook. This provision does not apply to temporary/seasonal positions.
- (2) The initial advertisement of job vacancies shall be posted for a minimum of seven calendar days.
- (3) Ongoing or open-until-filled positions shall be advertised with no closing date. Applications shall be accepted on a continuous basis.
- (4) Positions not filled requiring re-advertisement shall be posted for a minimum of seven calendar days. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].

9.25.060 Complaint Process.

- (1) Complaints of noncompliance in regard to preference in the hiring process must be submitted in writing to the Entity's Employment Manager for investigation within five business days of the alleged violation or notification. The Employment Manager shall investigate and notify the complainant of its decision, in writing, within five business days. If the individual was not notified of a continuance or the decision is not received within this timeline, a written complaint may be filed with TERO.
- (2) If there is a founded complaint the Entity's Employment Manager will remedy the situation if possible and report the findings through the appropriate line of communication.
- (3) If the complainant is not satisfied with the Employment Manager's decision, he or she may file a written complaint with TERO within five business days after written notification of the decision.
- (4) TERO shall review the complaint and provide a summary determination and recommendation(s) to the Employment Manager and the General Manager or President within 10 business days. The General Manager/President will review and make the final determination. [Res. 2016-111; Ord. 141, 9-6-2014 (Res. 2014-378)].

9.25.070 Sovereign Immunity.

Nothing in this chapter shall be deemed to constitute a waiver by the Tulalip Tribes of its Sovereign Immunity for any reason whatsoever. [Ord. 141, 9-6-2014 (Res. 2014-378)].



9.25.075 Employee Furlough.

All Tulalip government, Quil Ceda Village, TGO and Tulalip business entity employees covered by the Tulalip employee handbooks, including contract employees, shall be subject to the terms of any furlough resolution issued by the Board of Directors due to interruption of Tribal government revenues or operations, insufficient Tribal treasury funds or other emergencies as determined by the Board of Directors. The terms of Tulalip employee furlough resolutions shall control over any conflicting terms in any employment contract or policy. Furloughs may be issued immediately by the Board of Directors on an emergency basis when in the best interest of the Tulalip Tribes due to acts of God or sudden emergencies requiring immediate curtailment of activities. [Res. 2020-213].

9.25.080 Severability.

(1) If any part or parts, or the application of any part, of this chapter is held invalid, such holding shall not affect the validity of the remaining parts of this chapter.

(2) The Tulalip Tribes Board of Directors hereby declares that it would have passed the remaining parts of this chapter even if it had known that such part or parts or application of any part thereof would be declared invalid. [Ord. 141, 9-6-2014 (Res. 2014-378)].

Chapter 9.30

QUALIFIED MEDICAL LEAVE

Sections:

9.30.010 Purpose.

9.30.020 Scope.

9.30.030 Definitions.

9.30.040 Policy.

9.30.050 Eligibility.

9.30.060 Procedures.

9.30.070 Intermittent Leave Procedures.

9.30.080 Sovereign Immunity.

9.30.090 Severability.

9.30.010 Purpose.



Qualified Medical Leave provides Eligible Employees with up to 12 weeks of unpaid, job-protected leave per a 12-month period for certain family and medical reasons. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.020 Scope.

This chapter shall apply to every entity of the Tulalip Tribes that is an Employer and its Employees, unless a variance is approved by the Board of Directors. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.030 Definitions.

(1) “Continuing Treatment” means a Serious Health Condition involving Continuing Treatment by a Health Care Provider and includes any one or more of the following:

(a) Incapacity and Treatment: a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition;

(b) Treatment two or more times within 30 days of the first day of incapacity; and/or

(c) Treatment by a Health Care Provider on at least one occasion which results in a regimen of Continuing Treatment under the supervision or a referral of a Health Care Provider.

(2) “Covered Service Member” means an Employee’s Family Member who is on active duty or called to active duty status or meets the criteria of qualifying emergency leave.

(3) “Eligible Employee” means an Employee who meets the eligibility requirements of this chapter.

(4) “Employee” means an Employee or Team Member of one of the Tulalip Tribes entities.

(5) “Employer” means the Tulalip Tribes entity where the Employee works.

(6) “Emergency” means urgent need; something that a situation demands or makes urgently necessary.

(7) “Family Member” means an Employee’s spouse, son, daughter, parent, sibling, grandparent, or grandchild.

(8) “General Manager” means the General Manager for the Tulalip Tribes government, Quil Ceda Village, the President of TGO, or their designee.

(9) “Grandchild” means the son or daughter of an Employee’s son or daughter.

(10) “Grandparent” means the parent of an Employee’s mother or father.

(11) “Health Care Provider” means a certified licensed physician, doctor of osteopathy, certified licensed chemical dependency provider/substance abuse provider, or nurse practitioner.



(12) “Human Resources (HR)” means the Administrator of QML case management.

(13) “Incapacity” means the inability to work or perform other regular daily activities due to a Serious Health Condition.

(14) “Inpatient Care” means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of Incapacity as defined in “Continuing Treatment,” or any subsequent treatment in connection with such Inpatient Care.

(15) “Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in the place of a parent.

(16) Qualifying Emergency. Employees may take QML while the Employee’s Family Member (the Covered Service Member) is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying emergencies shall include:

(a) Short notice deployment;

(b) Military events and related activities;

(c) Childcare and school activities;

(d) Financial and legal arrangements;

(e) Counseling;

(f) Rest and recuperation;

(g) Post deployment activities; and/or

(h) Additional activities which arise out of the Covered Service Member’s active duty or call to active duty status, provided the Employer and Employee agree that such leave shall qualify as an emergency and agree to both timing and duration of leave.

(17) “Reduced Leave Schedule” means a change in an Employee’s work schedule for a period of time.

(18) “Serious Health Condition” means an illness, injury, impairment, physical or mental condition that involves Inpatient Care or Continuing Treatment by a Health Care Provider.

(19) “Sibling” means a biological brother or sister (one or both parents in common), step brother or sister, adopted or foster brother or sister.

(20) “Son or Daughter” means a biological, adopted, step or foster child, a legal ward, or a child of a person standing in the place of a parent.

(21) “Spouse” means persons who are legally married to one another, or who have obtained a certificate of domestic partnership. The Tulalip Tribes reserves the right to request legal documentation to verify a spousal relationship.



(22) “Treatment” includes but is not limited to medical care and/or evaluations to determine if a Serious Health Condition exists. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.040 Policy.

(1) Eligible Employees may request a leave of absence for qualifying medical reasons, or for the birth or placement of a child. Eligible Employees may receive up to 12 weeks of leave (or equivalent hours of leave; i.e., maximum of 480 hours of leave for full-time Employees who work 40 hours a week) during a 12-month period under this chapter.

(2) Eligible Employees may receive a maximum of 26 weeks of leave as a military caregiver.

(3) Eligible Employees shall be required to use all available paid leave when taking QML time off from work before using Leave Without Pay.

(4) The Tulalip Tribes shall maintain an Employee’s employment eligibility status when on approved QML. An Employee has a right to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the conclusion of the leave.

(5) Employees on approved QML may not engage in any other employment without prior written approval by the General Manager.

(6) An Employee found to have engaged in unapproved outside employment while on approved QML shall have their leave revoked and may be subject to corrective action.

(7) The 12-month period is based on a rolling calendar year, beginning with the date QML was first used. QML will expire 12 months from that date, unless an earlier date was specified in the certification provided by the Health Care Provider.

(8) An Employee may submit a new Certification (recertify) specifying the need for continued QML. The Employee shall still be required to meet all eligibility requirements. The Employee should submit the new Certification prior to the end of the 12-month period to prevent uncovered time off from work.

(9) Employees who have exhausted all QML and paid leave, who still need continued time off from work for medical reasons, may request Leave Without Pay (LWOP). This will require approval of Human Resources and the General Manager. Up to two weeks (up to 80 hours for full-time Employees) days of LWOP may be granted in a 12-month period. LWOP will be granted for a specific duration of time, and not for continued intermittent time off from work. (See Employee Handbook for additional information regarding Leave Without Pay).

(10) Employees who have been out on QML for a block of time will be required to provide a full release from their Health Care Provider, outlining that they are able to return to work in their position. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.050 Eligibility.

(1) Eligible Employees must meet all three of the following criteria:



- (a) Be a regular full-time, regular part-time or Contract Employee (per contract terms);
 - (b) Been employed for at least 12 months (during the previous 24 months) with the Tulalip Tribes;
 - (c) Worked at least 1,250 hours during the previous 12-month period.
- (2) The Tulalip Tribes may grant QML for any of the following reasons:
- (a) For leave after the birth of the Employee's child;
 - (b) Placement of a child with the Employee for adoption or foster care;
 - (c) To care for a Family Member with a Serious Health Condition;
 - (d) To care for the Employee's own Serious Health Condition;
 - (e) Military Leave (must be a qualifying emergency). A qualifying emergency for a nonmedical activity that is directly related to the Covered Service Member's active duty or call to active duty status; and/or
 - (f) Military Caregiver Leave (26 weeks) to care for a Covered Service Member with a serious injury or illness that is directly related to their military service if the Employee is a Family Member;
 - (g) Restorative dental or plastic surgeries after an injury or removal of cancerous growths are Serious Health Conditions provided all the other conditions of this chapter are met;
 - (h) Mental illness or allergies may be Serious Health Conditions, but only if all the conditions of this chapter are met.
- (3) Treatment does **not** include:
- (a) Routine physical examinations;
 - (b) Eye examinations;
 - (c) Dental examinations;
 - (d) A regimen of Continuing Treatment includes, for example:
 - (i) A course of prescription medication (e.g., an antibiotic); or
 - (ii) Therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen); or
 - (iii) Taking of over-the-counter medications such as aspirin, antihistamines, or salves; or



(iv) Bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a Health Care Provider, is not, by itself, sufficient to constitute a regimen of Continuing Treatment for purposes of QML;

(e) Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “Serious Health Conditions” unless inpatient hospital care is required or unless complications develop;

(f) Unless complications arise, examples of conditions that do not meet the definition of a Serious Health Condition and do not qualify for QML are listed below:

(i) The common cold;

(ii) The flu;

(iii) Upset stomach;

(iv) Minor ulcers;

(v) Headaches other than migraines;

(vi) Routine dental or orthodontia problems; and/or

(vii) Periodontal disease. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.060 Procedures.

(1) An Employee must submit the Qualified Medical Leave Request Forms to the Human Resources Department with required supporting documentation, which includes, but is not limited to, a medical Certification from a Health Care Provider.

(2) The QML Request Form is subject to verification by the Employee’s Human Resources Department.

(3) When leave is foreseeable, the Employee should apply for QML at least 30 days in advance. When leave is not foreseeable, the Employee has 15 calendar days to submit the QML Request Form to the Human Resources Department from the first date the Employee gives notice of a need for QML or the leave may be denied.

(4) The Employer reserves the right to obtain a second opinion from an Independent Health Care Provider of the Employer’s choice and at the Employer’s expense. If the original and second opinions conflict, a third and binding opinion from an Independent Health Care Provider of the Employer’s choice at the Employer’s expense shall be obtained.

(5) Please see the Employer’s Human Resources Department and/or the Employee Handbook for additional information regarding procedures for requesting QML.

(6) Continuation of Health Care Coverage. The Tulalip Tribes shall maintain the Employee’s previously established health care coverage while the Employee is on QML. The buy-up plan



and dependent coverage costs will be the Employee's responsibility, unless otherwise agreed to in writing. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.070 Intermittent Leave Procedures.

- (1) Intermittent Leave is QML taken in separate blocks of time or on a reduced leave schedule due to a single qualifying reason.
- (2) An Employee's request for Intermittent Leave is subject to verification and approval by the Employee's Human Resources Department.
- (3) Employees on approved Intermittent Leave may be required to furnish an updated medical Certification every 60 days, or as otherwise requested by the Employee's Human Resources Department.
- (4) Employees using Intermittent Leave to attend scheduled appointments must notify their supervisor and Human Resources Department in advance of scheduled appointments.
- (5) Human Resources may request an Employee to provide verification of attendance at a scheduled appointment.
- (6) QML may be denied and/or the absence may be considered unapproved if an Employee fails to provide advance notice of scheduled appointments.
- (7) The Employer has a right to temporarily transfer the Employee to a different position with equivalent pay, benefits, and working conditions during the Intermittent Leave. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.080 Sovereign Immunity.

Nothing in this chapter shall be deemed to constitute a waiver by the Tulalip Tribes of its Sovereign Immunity for any reason whatsoever. [Ord. 142, 9-6-2014 (Res. 2014-378)].

9.30.090 Severability.

- (1) If any part or parts, or the application of any part, of this chapter is held invalid, such holding shall not affect the validity of the remaining parts of this chapter.
- (2) The Tulalip Tribes Board of Directors hereby declares that it would have passed the remaining parts of this chapter even if it had known that such part or parts or application of any part thereof would be declared invalid. [Ord. 142, 9-6-2014 (Res. 2014-378)].

Chapter 9.35

DRUG AND ALCOHOL FREE WORKPLACE

Sections:

9.35.010 Purpose.



9.35.020 Scope.

9.35.030 Definitions.

9.35.040 Violations.

9.35.050 Corrective action.

9.35.060 Employee responsibility.

9.35.070 Employment eligibility with the Tulalip Tribes.

9.35.080 Inspections.

9.35.090 Use of legally obtained prescriptions and/or over-the-counter drugs.

9.35.100 Pre-employment testing.

9.35.110 Drug and alcohol testing.

9.35.120 Confidentiality.

9.35.130 Appeals.

9.35.140 Sovereign immunity.

9.35.150 Severability.

9.35.010 Purpose.

(1) The Tulalip Tribes requires all employees to report to work fit to perform their job duties and requires a drug and alcohol free workplace.

(2) This chapter shall be administered by the Tulalip Tribes Central Drug and Alcohol Compliance Department, hereinafter referred to as the CDACD. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.020 Scope.

(1) This chapter shall apply to every entity of the Tulalip Tribes that is an employer and its employees, unless a variance is approved by the Board of Directors.

(2) As a condition of employment all employees are required to consent to drug and alcohol testing and to abide by the terms of this chapter. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.030 Definitions.



(1) “Adulterated specimen” means a urine specimen that contains a substance that isn’t expected to be present in human urine, or contains a substance expected to be present but is at a concentration that is not consistent with human urine.

(2) “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

(3) “Alcohol concentration” means alcohol in a volume of breath (shown as grams of alcohol/210 liters of breath) as indicated by a breath test.

(4) “Applicant” means an individual who completes and submits a job application to the Tulalip Tribes Central Employment Department.

(5) “Last chance agreement (LCA)” means an agreement provided to an employee in lieu of dismissal.

(6) “Collector” means a person who instructs and assists employees in the drug testing collection process, receives the specimen, and completes the necessary paperwork.

(7) “Controlled substances” means drugs or chemical substances which have been declared by Federal law and/or Tulalip Tribal law to be illegal. Some controlled substances may be prescribed by a licensed health care provider.

(8) “Cutoff level” means an established concentration based on which a drug is reported as positive or negative.

(9) “Dilute specimen” means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

(10) “Employee” means an employee or team member of one of the Tulalip Tribes entities.

(11) “Employer” means the Tulalip Tribes entity where the employee works.

(12) “Fit for duty” means the capacity of an employee to safely and competently perform job duties.

(13) “Health care provider” means certified licensed physician, doctor of osteopathy, certified licensed chemical dependency provider/substance abuse provider, or nurse practitioner.

(14) “Illegal drug(s)” means any drug:

(a) Which is not legally obtainable;

(b) Which may be legally obtained but has not been legally obtained; or

(c) Which is being used in a manner or for a purpose other than prescribed.

(15) “Inhalants” means breathable chemical vapors that are intentionally inhaled because of the chemicals’ mind-altering effects.



(16) “Invalid drug test result” means the result of a drug test for a urine specimen that contains an unidentified adulterant or interfering substance. The laboratory reports the specimens as follows, but not limited to: “Sample not consistent with human urine, Invalid ... GC/MS Interference and/or Invalid – not consistent with human urine and/or canceled due to GC/MS Interference.”

(17) “Impaired” means when an individual’s motor senses (e.g., sight, hearing, balance, reaction, reflex, speech) or judgment either is, or may reasonably be presumed to be, affected by drugs/alcohol.

(18) “Legal drug” means a prescribed drug or over-the-counter drug which has been legally obtained and is being used for the purpose for which it is prescribed or manufactured.

(19) “Paraphernalia” means items designed or intended for manufacturing, concealing or using a controlled substance; items used to conceal products claimed to cleanse an individual’s system of drugs.

(20) “Positive test” means a drug or metabolite is present in the screened specimen. A positive alcohol result is 0.020 or greater.

(21) “Refuse/refusal to test” means a determination that an individual did one or more of the following:

(a) Refused to submit to a drug/alcohol test, failed to appear for testing, or displayed disruptive behavior during the collection process.

(b) Tampered with a sample to include adulteration, intentional dilution, or substitution that is reported by the laboratory as an invalid drug test result.

(c) Failed to cooperate with the testing process, to include but not be limited to leaving the testing area, not providing an additional specimen when required, and not following the collector’s instructions.

(d) Possessed item(s) that could be used to interfere with the testing process.

(22) “Safety sensitive positions” means positions in which an employee’s primary job responsibility includes the following:

(a) Provides transportation.

(b) Operates Tulalip vehicles, vessels, and/or vehicles owned by customers/guests.

(c) Operates or performs maintenance of machinery or equipment.

(d) Performs security, surveillance, or law enforcement job duties.

(23) “Substance abuse” means a pattern of harmful use of any substance for mood-altering purposes.



(24) “Under the influence” means exhibiting behaviors that interfere with the performance of job duties due to the excessive or improper use of drugs and/or alcohol.

(25) “Work site/premises” means any office, building or property, vehicle or equipment owned, leased or operated by the Tulalip Tribes or where employees represent the Tulalip Tribes. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.040 Violations.

(1) Violations shall result in corrective action, up to and including dismissal of employment. Other rules of prohibited conduct and violations are listed throughout this chapter. Probationary employees and any employee who commits Level II violations shall be dismissed from employment and not offered a last chance agreement.

(2) Level I. The following violations shall result in corrective action up to and including dismissal of employment:

(a) Reporting to work with illegal drugs or their metabolites in the employee’s system that yield a positive test.

(b) Reporting to work with alcohol in the employee’s system that yields a positive test.

(c) Failure to provide prescription drug information to the CDACD within three working days when required.

(d) Possess a controlled substance, illegal drugs, or paraphernalia.

(e) Evidence of improper/illegal use of drugs/inhalants at the Tulalip Tribes work sites.

(3) Level II. The following violations shall result in dismissal of employment regardless of whether such conduct results in criminal charges or legal prosecution:

(a) Refusal to test.

(b) Having a drug test reported by the laboratory as an invalid drug test result.

(c) Providing, selling or attempting to sell, distributing, receiving, trading, manufacturing, transferring, offering, and/or soliciting controlled substances and/or illegal drugs.

(d) While in a safety sensitive position reports to work while taking legal drugs with warning labels cautioning potential impairment and/or deemed to pose a potential safety threat, unless otherwise preapproved by the CDACD.

(e) Resign from employment at the time of collection or resign shortly after the collection.

(f) Refuse to sign required paperwork and/or LCA after having a positive alcohol/drug test result.

(g) Fail to comply with LCA.



- (h) Have a second positive test within one year from the first positive test.
- (i) While in a safety sensitive position reporting to work with illegal drugs or their metabolites in the employee's system that yield a positive test.
- (j) While in a safety sensitive position reporting to work with alcohol in the employee's system that yield a positive test. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.050 Corrective action.

- (1) Last Chance Agreement (LCA). An employee not in a probationary period of employment and/or not currently on a LCA who commits a Level I violation shall be offered a LCA for the opportunity to engage in drug/alcohol rehabilitation.
- (a) Employees who are placed on a LCA shall communicate with the CDACD in the event that he or she requires a prescription due to a medical emergency, which could yield a positive test. The employee will require a release from the CDACD Department before returning to work.
- (2) Dismissal. An eligible employee who commits a Level II violation shall be dismissed and shall not be offered a LCA. An employee who is in a probationary period of employment who commits a Level I and/or a Level II violation shall be dismissed and shall not be offered a LCA. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.060 Employee responsibility.

The costs of drug/alcohol assessments and treatment whether covered by an employee's medical plan or not are the employee's responsibility. Employees shall obtain treatment through a Tulalip approved treatment provider/facility that has been preapproved by the Tulalip Tribes medical/benefit plan. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.070 Employment eligibility with the Tulalip Tribes.

- (1) Employees who refuse to test, resign, and/or are dismissed for other work violations prior to the CDACD taking action for a positive test result will be ineligible for employment for 90 days and must have a drug/alcohol assessment and follow through with treatment recommendations prior to being eligible for employment.
- (2) Employees who have drug/alcohol violations who resign, refuse to test, and/or are dismissed will be ineligible for employment for 90 days and must complete treatment requirements and/or have another drug/alcohol assessment if treatment recommendations were completed and follow through with treatment recommendations prior to being eligible for employment. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.080 Inspections.

Employees are subject to inspections of Tulalip Tribes property when there is reasonable belief that they have violated this chapter. Interference with an inspection is a violation of this chapter



and may result in dismissal of employment. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.090 Use of legally obtained prescriptions and/or over-the-counter drugs.

(1) The Tulalip Tribes at all times reserves the right to determine whether an employee should be allowed to continue working during his/her use of legal drugs due to possible safety and/or performance problems that could arise from certain drug use.

(2) Safety sensitive employees must notify the CDACD prior to the performance of job duties, when using narcotic and/or mind-mood altering legally prescribed (RX) or over-the-counter (OTC) drugs that may interfere with the safe and effective performance of duties or operation of the Tulalip Tribes' equipment. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.100 Pre-employment testing.

(1) Applicants will be asked to sign a form consenting to a drug screening test as part of the application process. Failure to sign the consent form will be considered a withdrawal of the application and a refusal to test.

(2) Applicants who test positive will be denied employment and will be ineligible for employment for 90 days.

(3) Current eligible employees applying for another position that have a positive test result shall not be hired for the position and corrective action shall be taken as outlined in this chapter. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.110 Drug and alcohol testing.

(1) For purposes of this chapter and outlined procedures, the testing of urine, breath, hair, saliva, nails, or other body material will be conducted as deemed reasonably necessary to determine the presence of drugs, drug metabolites and/or alcohol.

(2) The Tulalip Tribes may request current employees to submit to a drug test in certain circumstances, including:

(a) When an employee's conduct, actions or behavior reasonably leads the employer to suspect that the employee may be using or under the influence of drugs or alcohol.

(b) When an employee has a controlled substance and/or illegal drug in his or her possession while on worksite premises or while performing work duties for the employer.

(c) When an employee is arrested for a drug or alcohol related offense.

(d) When an employee has experienced an on-the-job injury or accident.

(e) Safety sensitive employees, without individualized suspicion, are required to undergo periodic drug/alcohol tests.



- (3) An employee who has tested positive on a test pursuant to this chapter and who is not dismissed may be retested by the employer at periodic intervals for up to 12 months after the positive test result.
- (4) Employees may be required to submit to a fitness-for-duty evaluation when test results are negative and the observed impairment indicators are not adequately explained.
- (5) Employees testing positive for legal drug(s) may be required to submit to a medical evaluation to determine any potential impact the legal drug(s) has on the employee's work performance and to determine whether the employee is able to continue performance of job duties without the use of the legal drug(s).
- (6) Employees possessing commercial driver licenses (CDL) and operating commercial motor vehicles for the employer shall abide by Federal DOT drug/alcohol testing as defined by DOT testing guidelines.
- (7) Entities of the Tulalip Tribes may request non-employees to submit to a drug test for permit, licensing and/or to fulfill other requirements. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.120 Confidentiality.

- (1) Laboratory test results/reports and treatment compliance information shall be maintained by CDACD.
- (2) Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws which includes disclosure to the following:
 - (a) Board of Directors, executive management, managers, supervisors, Human Resources, and the Employee Assistance Program;
 - (b) Office of Reservation Attorney;
 - (c) Referred treatment providers;
 - (d) The Tulalip Tribes' investigative agencies;
 - (e) Medical Review Officer;
 - (f) To active/inactive employee upon written request;
 - (g) When ordered by court of law;
 - (h) Emergency medical personnel for medical treatment of an employee unable to authorize disclosure. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.130 Appeals.



(1) Appeal of Urine Drug Test Result. An employee whose urine drug test is reported positive will be offered the opportunity to have the remaining portion of the screened urine specimen that yielded a positive result retested at his/her expense. The payment for the retesting cost and appeal must be filed with the CDACD within seven days upon notification of the positive drug test results.

(2) Eligible Appeals. Employees not in a probationary period who are dismissed due to violations of this chapter may appeal per their Employee Handbook provisions. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.140 Sovereign immunity.

Nothing in this chapter shall be deemed to constitute a waiver of the Tulalip Tribes' sovereign immunity for any reason whatsoever. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].

9.35.150 Severability.

(1) If any part or parts, or the application of any part, of this chapter is held invalid, such holding shall not affect the validity of the remaining parts of this chapter.

(2) The Tulalip Tribes Board of Directors hereby declares that it would have passed the remaining parts of this chapter even if it had known that such part or parts or application of any part thereof would be declared invalid. [Res. 2017-009; Res. 2016-237; Res. 2016-004; Ord. 143, 9-6-2014 (Res. 2014-378)].



CONTRACTOR COMPLIANCE PLAN

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

PROJECT: _____

PROJECT LOCATION: _____

CONTRACTING AGENCY: _____

CONTACT NAME/PHONE: _____

() -

COMPANY: _____

☐ UNION

PHONE: () -

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

OWNER(S): _____

CONTACT PERSON(S): _____

PHONE: () -

CONTACT PERSON(S): _____

PHONE: () -

ADDRESS: _____

CITY/STATE: _____

/

ZIP: _____

E-MAIL: _____

FAX: () -

SCOPE OF WORK:

START DATE: / /

COMPLETION DATE: / /

PROJECT COST: \$ _____

TERO FEE: \$ _____

PARTY RESPONSIBLE FOR PAYMENT: _____

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

*****Click-Page to Open Link to Fill-able TERO's "Contractor Compliance Plan"*****



KEY EMPLOYEES (WORKERS ON SITE)

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

Name	Position	Rate of Pay	Hire Date	Native Y/N
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>
		\$	/ /	<input type="checkbox"/> / <input type="checkbox"/>

TRIBAL HIRING HALL

Employers may not employ any non-TERO preference worker until TERO has been given 72 hours to locate and refer a qualified local preference worker. *(Add additional sheets if needed)*

Positions	Number of each	Wage	Start/End date
		\$	/ /
		\$	/ /
		\$	/ /

CONTRACTING & SUBCONTRACTING *(Add additional sheets if needed)*

Sub-Contractors	Contact Person	Phone	Native Y/N
		() -	<input type="checkbox"/> / <input type="checkbox"/>
		() -	<input type="checkbox"/> / <input type="checkbox"/>
		() -	<input type="checkbox"/> / <input type="checkbox"/>
		() -	<input type="checkbox"/> / <input type="checkbox"/>

Contractor/Business Acknowledgment

By signing below, I declare that all the information I have provided is true, correct and complete to the best of my knowledge. I have been provided the TERO Contractors Obligations and Compliance Plan and I will abide by the TERO requirements, Ordinance/Codes, orders and procedures. I understand that untruthful or misleading answers or non-compliance are cause for denial of my application and may subject me to enforcement violations and sanctions.

		/ /
Company Representative(s)	Signature	Date
<input type="checkbox"/> Agency Plan		<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Compliance Plan		<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
By:		/ /
TERO Compliance Officer		Date
Approved by:		/ /
TERO Official Approval		Date



THE TULALIP TRIBES OF WASHINGTON CONTRACT AGREEMENT

For

Quil Ceda Creek Counseling Center

Tulalip Tribes Bid Solicitation Project # QCV-CP-21-003

This agreement entered into this _____ day of _____, 20_____, between The Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village, 8802 27th Avenue NE, Tulalip, WA 98271, hereinafter referred to as “Tulalip Tribes”, (_____ Contractor name and address _____) hereinafter referred to as “Contractor”.

WITNESSETH, that the Contractor and The Tulalip Tribes for the consideration stated herein mutually agree as follows:

SECTION ONE: DESCRIPTION OF WORK

This Contract consists of this written agreement and all appurtenant “contract documents” described in Section Six of this agreement. Contractor shall perform the following described work in accordance with this contract and the Scope of Work, incorporated as Tulalip Tribes Bid Project# **QCV-CP-21-003**:

Prime Contractor will perform all work as described in the construction design record drawings to include but not limited to; demolition of existing structures identified in the record drawings, removal of existing and installation of mechanical equipment, removal of existing and installation of electrical equipment, removal of existing and installation of plumbing infrastructure and fixtures, removal of existing and installation of structural as indicated on the record drawings, removal and installation of fire suppression system, interior/exterior painting to include prep work, new flooring and landscaping throughout the identified construction zone as indicated in the construction set of design drawings.

The project is located on the Tulalip Tribes Reservation.

SECTION TWO: CONTRACT PRICE

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



SECTION THREE: PAYMENTS

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

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

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

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

SECTION FOUR: STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this agreement unless a different date is made for the date to be fixed in a notice to proceed issued by the Tulalip Tribes. This agreement shall become effective upon its signing by the Tulalip Tribes Board of Directors, Contract Officer and Contractor.

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

The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before **ninety (90) working days from the date of the Notice to Proceed**, unless the Contractor timely requests and the Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

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



SECTION FIVE: LIQUIDATED DAMAGES

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Tulalip Tribes shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the **2020 WSDOT Standard Specifications** and the Special Provisions for each and every day or portion of a day thereafter until Contract Completion, unless the Contractor timely requests and the Tulalip Tribes grants an extension of time in accordance with the Contract Documents.

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

SECTION SIX: CONTRACT DOCUMENTS

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

- a. This agreement, together with such supplementary agreements and conditions as are attached hereto;
- b. Proposal (Form of Bid);
- c. Table of Contents;
- d. Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract complete;
- e. Division 1 – General Requirements complete;
- f. The Tulalip Code, Chapter 9.05 – TERO Code;
- g. Addendum No. _____ dated _____, 20____; and
- h. Addendum No. _____ dated _____, 20_____.

These contract documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

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



SECTION SEVEN: AUTHORITY OF TULALIP TRIBES' REPRESENTATIVE(S)

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

Lukas Reyes
Quil Ceda Village Project management
8802 27th Ave NE
Tulalip, WA 98271

The Tulalip Tribes' representative designated as Project Engineer authorized to directly supervise the engineering and administration of the construction project is **Lukas Reyes**.

The Tulalip Tribes' representative designated as Inspector authorized to inspect Contract performance in detail is **Lukas Reyes**.

The Tulalip Tribes' authorized representatives shall be allowed to observe any work done by the Contractor which is covered by this agreement.

SECTION EIGHT: RESPONSIBILITIES OF CONTRACTOR

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

- a.** Responsibility for and supervision of work. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction and installation in accordance with the contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that he is bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract.
- b.** Discipline and employment. Contractor shall maintain at all times strict discipline among his workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- c.** Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents.
- d.** Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract documents.



e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the [United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 \(March 13, 2000\)](#). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: [26 USC §7871](#), and Washington Administrative Code Excise Tax Rule 192 ([WAC 458-20-192](#)). Portions of this project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a [Tax Exemption form](#) may be obtained from the Tulalip Tribes. [WAC 458-20-192\(5\)\(a\)\(ii\)](#) states that retail sales tax is not imposed if the retail service (e.g. construction services) is performed for the member or tribe in Indian country. In the case of retail service that is performed on and off Indian country, only the portion of the contract that relates to work done in Indian country is excluded from tax. The work done for a tribe or Indian outside of Indian country, for example a road work that extends outside of Indian country, is subject to retail sales tax.

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

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

h. Warranty of fitness of equipment and materials. Contractor represents and warrants to the Tulalip Tribes that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.

i. Cleaning and protection. Contractor shall during handling and installation clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.

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

k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his tools, equipment and machinery.



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

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

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

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

o. Payment of royalties and license fees; hold harmless agreements. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Tulalip Tribes harmless therefrom.

p. The Contractor will be required as part of this contract to provide weekly certified payrolls and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on this project and provide a signed approved copy of their Compliance Plan to the Contract Officer and/or Construction Director.

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

r. Excess material. All excess material shall become the property of the Tulalip Tribes.

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



t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold the Tulalip Tribes, its employees, and their 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.

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

SECTION NINE: TIME OF ESSENCE – EXTENSION OF TIME

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

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

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

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



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

SECTION TEN: CORRECTING NON-CONFORMING WORK

If a portion of the work is covered contrary to the Contract Officer and/or Construction Director request or to requirements specifically expressed in the Contract documents, it must, if requested in writing by the Contract Officer and/or Construction Director, be uncovered for the Contract Officer and/or Construction Director's and or Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

When it appears to any authorized representative of the Tulalip Tribes or Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition Contractor will correct any defects caused by him or by a subcontractor, appearing within one year from the date of issuance of a certificate of Contract completion by the Tulalip Tribes, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION ELEVEN: CHANGES IN THE WORK

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



SECTION TWELVE: TERMINATION

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

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

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

SECTION THIRTEEN: DISPUTES

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

- a. If the parties do not resolve any dispute through direct negotiation, either party shall submit the matter to mediation with a professional mediation service mutually agreed upon by the parties, as a condition precedent to arbitration. Persons with authority to resolve the dispute shall be present at the mediation. If the parties do not otherwise agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall share the mediator's fee, filing fees and associated costs equally.
- b. If, within 30 days of any such submission by either party, the mediation has not resulted in a resolution of the dispute, either party may submit the dispute to binding arbitration in accordance with the [Construction Industry Rules of the American Arbitration Association](#) and the [Federal Arbitration Act](#); provided, however, that the party demanding arbitration shall serve upon the other party, personally or by registered mail, a written notice of intention to arbitrate. Such notice must state in substance that unless within (20) twenty days after its service, the party served therewith shall file a motion to stay the arbitration, such party shall thereafter be barred from putting in issue the existence or validity of the Agreement or the agreement to arbitrate.



1. The [Construction Industry Rules of the American Arbitration Association, R-51\(c\)](#) shall be amended to read: “parties to these rules will be deemed to have consented that judgment upon the arbitration award may be entered in the Tulalip Tribal Court;”
- c. In the event arbitration to resolve a dispute is necessary, the party seeking arbitration shall send a written notice that shall contain a detailed written statement of the claim and the parties shall meet as soon as practicable but not less than thirty (30) days after receipt of the written notice and attempt to agree on an arbitrator to decide the matter at issue.
- d. Selection of the arbitrators shall be pursuant to the following:
 1. Any such arbitration shall take place before a single arbitrator if the aggregate value of the Claim and any counterclaim is less than \$200,000, exclusive of costs and attorney fees. The parties shall endeavor to mutually agree on the arbitrator. Either party may specify and require that the arbitrator selected be an attorney licensed to practice law in the State of Washington and shall be experienced in the field of construction. If the parties are unable to agree upon the selection of an arbitrator within twenty (20) days of their first meeting, the parties shall each select an arbitrator and the two selected arbitrators shall together select a third arbitrator who alone shall decide the matter in dispute. For any Claim and counterclaim having an aggregate value of \$200,000 or more, a panel of three (3) arbitrators shall be appointed unless both parties mutually agree to a single arbitrator. Each of the parties shall designate one arbitrator and the third arbitrator, who shall be a lawyer with experience in construction disputes, shall be selected by the arbitrators designated by the parties. If the two selected arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the Chief Judge of the Tulalip Tribal Court.
- e. Following the initiation of arbitration, the parties shall cooperate in the exchange of information relating to the Claim, being guided by the scope of the applicable rules of discovery under the [Federal Rules of Civil Procedure for the Federal District Courts](#) including the local rules adopted by the [Western District of Washington. Discovery](#) shall not include interrogatories or requests for admission. The parties shall freely exchange documents relevant to the Claim and depositions shall be limited to those reasonably necessary for each party to prepare for or defend against the Claim. Disputes regarding discovery shall be resolved by the arbitrator or, where there is an arbitration panel, by the Chair.
- f. Arbitration may include by consolidation, joinder or in any other matter, an additional person or entity who is, or may be involved in, the Claim, including but not limited to the Designer of Record, lower-tiered contractors and/or suppliers, and consultants retained by the Designer of Record or Contractor. In order to effectuate the purposes of this Section Eleven, (f), the Contractor shall incorporate by reference the provisions of this Section Eleven, (f) in each lower-tiered contract.



- g.** In the event of arbitration between the parties hereto, declaratory or otherwise relating to the Contract Documents, and notwithstanding any other provisions therein, (1) each party shall bear its own costs and attorneys' fees if the aggregate value of the Claim and any counterclaim is less than \$200,000 and (2) the losing party shall pay all costs and attorneys' fees actually incurred by the substantially prevailing party if the aggregate value of the Claim and any counterclaim is \$200,000 or more. The parties covenant and agree that they intend by clause (2) of the preceding sentence to award the amount of attorney's fees actually incurred by the prevailing party, and that said clause (2) shall constitute an instruction to the Arbitrator that such fees shall be deemed reasonable.
- h.** A demand for arbitration shall be made within the time limits specified in this Section Thirteen as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to subsections (h.1), (h.2) and (h.3) below:
- 1.** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
 - 2.** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
 - 3.** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Contract Warranty provisions, the date of any correction of the Work or failure to correct the Work by the Contractor under the Contract Corrections of the Work provisions, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Tulalip Tribes, whichever occurs last.
- i.** Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- j.** Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in the tribal court of The Tulalip Tribes of Washington.
- k.** This limited waiver of sovereign immunity is solely for the benefit of the Contractor (and Subcontractors whose claims are sponsored by the Contractor, if any) and surety, and The Tulalip Tribes, by granting this limited waiver to the Contractor and surety, does not otherwise waive its sovereign immunity.



- I. The award rendered by the arbitrator shall be final. Judgment on any arbitration award may be entered in and enforced by the Tribal Court as provided in this section. The Contractor and The Tulalip Tribes shall comply with the arbitration award and shall not seek further remedy or appeal.

SECTION FOURTEEN: EMPLOYMENT PREFERENCE

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

SECTION FIFTEEN: CONTRACTING PREFERENCE

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

SECTION SIXTEEN: CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes, WSDOT, and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the contract documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible. Contractor shall provide insurance coverage and limits as indicated in the [Special Provisions, Section 1-07.18 Public Liability and Property Damage Insurance](#)

CONTRACTOR'S WORKER'S COMPENSATION

All employees of Contractor and subcontractor(s) are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverages. Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

Such evidence of insurance shall be in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Tulalip Tribes and shall provide for not less than thirty (30) days prior written notice to the Contracting Agency of cancellation or reduction in coverage.



BUILDER'S RISK

The Tulalip Tribes shall provide and maintain, during the progress of the work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension as the Tulalip Tribes deem appropriate. Unless otherwise provided for through agreement, the contractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for up to \$10,000 of that loss. Contractor may provide its own builder's risk or installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

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

To be eligible to make a claim under the Tulalip Tribes' Builders Risk Insurance policy, Contractor shall be responsible to secure all materials and or equipment stored on the project site in a secured fenced area.

SECTION SEVENTEEN: OTHER PROVISIONS

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

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

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

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

The failure of the Tulalip Tribes 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.



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

APPROVED BY CONTRACTOR:

(Company Name)

(Print Name & Title)

By:

(Authorized Signature)

APPROVED BY THE TULALIP TRIBES OF WASHINGTON:

Quil Ceda Village Council President:

(Print Name & Title)

By:

(Authorized Signature)

Contract Officer:

(Print Name & Title)

By:

(Authorized Signature)



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STATEMENT OF INTENDED SURETY

(Required if Bid Deposit is NOT a Surety Bond)

FURNISH WITH BIDDER'S SEALED BID a written statement prepared and signed by Bidder's intended sureties or surety company, to the effect that: _____

(Name of Surety), who meets the requirements of [Chapter 48.28 RCW](#), will promptly provide a surety bond in the amount of 100% of the base bid in the event _____ (Bidder's Name) is awarded a Contract for _____ (Project Description) and that the proposed Construction Contract is acceptable to the Surety.

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

Surety:

Signature of Authorized Representative

Printed Name

Title

Address

Address (cont.)

Address (cont.)

Phone

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we (Name of Contractor) _____, THE Contractor named in the Contract hereinafter referred to as PRINCIPAL, and (Name of Surety) _____, as Surety, are held and firmly bound unto the Tulalip Tribes of Washington hereinafter called the Owner named in said contract, _____ in the penal sum of _____ U.S. DOLLARS (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS IS SUCH, that whereas, the Principal, entered into a contract with the Owner, dated _____, 20____ for _____ Work in connection with the Owner's _____ project in County of _____, State of Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said contract due extension thereof that may be granted by the Owner, with or without notice to the Surety; and during the life of any guaranty required under the contract; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modification of said contract that may hereafter be made; notice of which modifications to the Surety being hereby waived; shall indemnify and save harmless Owners from all cost and damage by reason of the Principal's default or failure to do so, and shall pay the State of Washington use taxes, and amounts due said State pursuant to Titles 50 and 51 of the Revised Code of Washington than this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this day of _____, 20_____, the name and corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

Principal

By

Title

ATTEST (if Corporation):

By

Title

SURETY:

By

Title

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON ("OWNER"):

_____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment (collectively, the "Work") for construction on the **Quil Ceda Creek Counseling Center**, located within **6330 31st AVE NE, Suite 101, Tulalip, WA 98271**.

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

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

Dated

(The Releasing Party)

Printed Name

By

Its

[Notary Seal]

Sate of _____ County of _____

Subscribed and Sworn to before me this _____ Day of _____

Notary Public

My Commission Expires _____

FINAL WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON ("OWNER"):

Upon receipt of payment of \$_____, whether in cash, by check or by joint check, _____ (the "Releasing Party") has furnished labor or services, or supplied materials or equipment for troubleshooting and repair on the **Quil Ceda Creek Counseling Center, located at 6330 31st AVE NE, Suite 101, Tulalip, WA 98271.**

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

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

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

Dated

(The Releasing Party)

Printed Name

By

Its

[Notary Seal]

Sate of _____ County of _____

Subscribed and Sworn to before me this _____ Day of _____

Notary Public

My Commission Expires _____

WAGE RATES

Tulalip TERO || Contractors – Wage Scale

LANDSCAPER	RESIDENTIAL	COMMERCIAL
Entry Level	\$15.00	\$16.50
Journey	\$17.50	\$19.25
LABOR		
Entry Level	\$15.50	\$17.05
Journey	\$19.75	\$21.75
ELECTRICAL LOW VOLTAGE		
Entry Level	\$15.00	\$16.50
Journey	\$17.50	\$19.25
ELECTRICAL		
Entry Level	\$15.50	\$17.05
Journey	\$25.00	\$32.50
OTHER TRADES		
Entry Level	\$18.50	\$20.35
Journey	\$26.50	\$29.15

Wage scale will increase if and when the Tulalip Tribes declares a cost of living increase.

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 Contact Us | Directions | Terms of Use | Privacy Policy | Site Map | TERO Vocational Training Center
 6406 Marine Drive, Tulalip, WA 98271
 1-360-716-4747
 PROD3-20210827-0824

<https://www.tulaliptribes.com/Contractors/WageScale>[8/27/2021 8:25:11 AM]

The Tulalip Tribes of Washington

GENERAL CONDITIONS

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ARTICLE 1 – GENERAL PROVISIONS

1.1. APPLICATION AND GOVERNING LAW

- 1.1.1. The Contractor, the Architect, the Construction Manager and the Tulalip Tribes of Washington shall be familiar with all provisions of the Contract Documents.
- 1.1.2. The parties to the Contract shall comply with all applicable tribal, federal, state and local codes, statutes, ordinances and regulations in the performance of the Work of the Project.
- 1.1.3. 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.
- 1.1.4. 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 for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.
- 1.1.5. Other rights and responsibilities of the Contractor, the Architect, the Construction Manager and the Tulalip Tribes of Washington are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.
- 1.1.6. The Tulalip Tribes of Washington, may maintain an action in its own name for violations of any law relating to the Project or for any injury to persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the Tulalip Tribes of Washington's duties.
- 1.1.7. Nothing in this Contract, or any action taken by the Tulalip Tribes of Washington or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the Tulalip Tribes of Washington unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.

1.2. CONDITIONS OF CONTRACT

1.2.1. Nondiscrimination

- 1.2.1.1. During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- 1.2.1.2. The Contractor further agrees that no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.
- 1.2.1.3. Notwithstanding any other provisions of these general conditions the Contractor agrees that the Contractor will fully cooperate with the Tulalip Tribes' TERO Compliance Officer, with any other official or agency of the Tulalip Tribes of Washington or federal government which seeks to eliminate unlawful employment discrimination, and with all other Tulalip Tribes of Washington and federal efforts to assure equal employment practices under the Contract.
- 1.2.1.4. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or responsible for further Tulalip Tribes of Washington contracts or such other sanctions as provided by law.

1.2.2. Affirmative Action

- 1.2.2.1. Notwithstanding any other provisions of these general conditions the Tulalip Tribes of Washington's Board of Directors has the authority to require those employers subject to Tulalip TERO Code 9.05 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 Tulalip TERO Code 9.05 to give preference to Indians in contracting goods and services and must comply with Tulalip TERO Code 9.05 and the rules, regulations and orders of the TERO Commission.

- 1.2.2.2. Notwithstanding any other provisions of these general conditions each contractor must fully comply with the Tulalip Tribes' Tribal Employment Rights Program in hiring and or contracting for employment as defined in Tribal Employment Rights Ordinance 9.05. in contracting for goods and services as defined in Tulalip TERO Code 9.05.

1.3. GIVING NOTICE

- 1.3.1. Whenever any provision of the Contract Documents requires the giving of any notice, such notice shall be deemed to have been validly given if given in writing and 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.
- 1.3.1.1. All notices provided to the Bidder from the Construction Manager shall be copied to the Architect.
- 1.3.1.2. All notices provided to the Bidder from the Architect shall be copied to the Construction Manager.
- 1.3.1.3. All notices provided to the Architect from the Bidder shall be copied to the Construction Manager.
- 1.3.1.4. All notices provided to the Construction Manager from the Bidder shall be copied to the Architect.
- 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 under the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph GC 1.3.1.
- 1.4.2. Facsimile transmittals in excess of ten (10) pages are discouraged.

1.5. CONTRACT DOCUMENTS

1.5.1. Intent

- 1.5.1.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contractor shall be held to provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably implied therefrom to produce the intended results.
- 1.5.1.2. The Standard Conditions may not be superseded or amended by Drawings or Specifications unless so provided in Special Conditions prepared by the Architect and approved in writing by the Construction Manager.
- 1.5.1.3. The Drawings shall generally govern dimensions, details and locations of the Work. The Drawings shall not be scaled. The Specifications shall generally govern quality of materials and workmanship.
- 1.5.1.4. The organization of the Specifications in divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.5.1.5. In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the more stringent requirement.
- 1.5.1.6. Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.
- 1.5.1.7. Unless otherwise specified in the Contract Documents, all Work shall be completed in accordance with each manufacturer's recommendations and or directions for best results. No preparatory step or installation procedure may be omitted unless specifically modified or exempted by these Documents. Where Contractor is required to follow manufacturer's directions, recommendations, instructions, and the like, but more than one manufacturer is involved in the Work, or its component parts, Contractor shall follow all manufacturers' directions and recommendations. In the event of conflict between two or more manufacturers' directions and recommendations, Contractor shall submit such discrepancy or conflict to the Architect, through the Construction Manager, for resolution and instruction.

1.5.2. Interpretation

- 1.5.2.1. If the Contractor finds any perceived ambiguity, conflict, error, omission or discrepancy on or between the Drawings and Specifications, or any of the Contract Documents, or existing conditions, the Contractor, before proceeding with the Work, shall submit a written Request for Information to the Architect, through the Construction Manager, seeking an interpretation or clarification. The Contractor shall be responsible for the prompt delivery of any such Request for Information to the Construction Manager.
- 1.5.2.2. The Architect shall respond, through the Construction Manager, in writing to any and all requests for interpretation or clarification of the Contract Documents within three (3) days of receipt of a request.
- 1.5.2.3. Any interpretation or clarification of the Contract Documents made by any person other than the Architect or Construction Manager, or in any manner other than in writing, shall not be binding and the Contractor shall not rely upon any such interpretation or clarification.
- 1.5.2.4. If any change to the Work is made to accommodate unforeseen circumstances, the Construction Manager shall initiate the appropriate action.

1.6. DRAWINGS AND SPECIFICATIONS

1.6.1. Ownership

- 1.6.1.1. All Drawings and Specifications are the property of the Tulalip Tribes of Washington.
- 1.6.1.2. In making copies of the Drawings and Specifications available, the Tulalip Tribes of Washington does not confer a license or grant permission for any use other than Work on the Project.

1.6.2. Access

- 1.6.2.1. The Contractor shall maintain in good order at a secure location at the Project a set of Drawings and Specifications approved by the local building department and or local authority having jurisdiction.
- 1.6.2.2. The Contractor shall maintain in good order at the Project site one (1) copy of all Drawings, Specifications, Bulletins, Addenda, approved Shop Drawings, catalog data, manufacturer operating and maintenance instructions, certificates, Warranties from manufacturers, Material Suppliers and Subcontractors, Change Orders, Requests for Information and responses thereto and other modifications, including As-Built Drawings.

- 1.6.2.3. The Contractor shall at all times permit access to the documents described in subparagraph GC 1.6.2.1 and GC 1.6.2.2 and any Contract Documents to authorized representatives of the Tulalip Tribes of Washington, the Architect and the Construction Manager.

1.6.3. As-Built Drawings

- 1.6.3.1. The Contractor shall keep an accurate record of all approved changes made to the Drawings to show Work as actually performed where such Work varies from Work as originally shown on the Contract Documents, including the exact location and depth of underground utility lines.
- 1.6.3.2. During the performance of the Work, the Contractor shall record any approved changes on the Drawings, neatly in colored pencil, noting new information not shown on the original Drawings.
- 1.6.3.3. Where Shop Drawings are used, the Contractor shall cross-reference the corresponding sheet numbers on the Drawings. The Contractor shall note related Change Order numbers where applicable.
- 1.6.3.4. The Contractor shall keep a record of any change made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations.

ARTICLE 2 – THE CONTRACTOR

2.1. CONSTRUCTION PROCEDURES

- 2.1.1. The Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contractor's Work and shall be responsible for any injury or damage which may result from improper construction, installation, maintenance or operation to the fullest extent permitted by law.
- 2.1.2. The Contractor, prior to the performance of any Work, shall field verify all elevations and dimensions depicted in the Contract Documents. The Contractor shall be responsible for properly and accurately laying out all lines, levels, elevations and measurements for all the Work as required by the Contract Documents.
- 2.1.3. The Contractor shall do all cutting, fitting or patching required for the Contractor's Work and shall not endanger the Project by cutting, excavating or otherwise altering the Project, or any part of it.
 - 2.1.3.1. The Contractor requiring sleeves shall furnish and coordinate the installation of those sleeves. The Contractor shall be responsible for the exact location and size of all holes and openings required to be formed or built for the Work, to permit coordination with any Work performed by others on the Project.
 - 2.1.3.2. The Contractor shall allow sufficient time for installation of any Work by others before covering or closing the applicable portion of the Project.
 - 2.1.3.3. Patching shall match and blend with the existing or adjacent surface. Any patching required because of faulty or ill-timed Work shall be done by and at the expense of the Contractor.
- 2.1.4. The Contractor shall not cut away any timber or dig under any foundation or into any wall, or other part of the Project, without the written approval of the Construction Manager and the Architect.
 - 2.1.4.1. Unless otherwise specified in the Contract Documents, the Contractor, prior to starting excavation or trenching, shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval. The Tulalip Tribes of Washington assumes no liability for any damage to underground utilities caused by the Contractor.
 - 2.1.4.2. The Contractor shall backfill any excavation with the material specified and approved by the Architect.

- 2.1.5. The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required heat and dryness for installation of the various materials.
- 2.1.6. No portion of the Work requiring an authorization to act on the behalf of the Tulalip Tribes of Washington shall be commenced until the authorization has been given in writing by the Construction Manager. Any Work commenced by the Contractor prior to issuance of authorization by the Construction Manager shall be performed by the Contractor under risk that no payment will be approved or made by the Tulalip Tribes of Washington for such Work.
- 2.1.7. The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System ([NPDES](#)) general permit, including, without limitation, implementing and maintaining the control measures specified in the storm water pollution prevention plan, maintaining records of construction activities, removing materials no longer required and taking proper action if there is a reportable quantity spill.

2.2. CONSTRUCTION SUPERVISION

- 2.2.1. The Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed.
 - 2.2.1.1. The superintendent shall be responsible for supervision of Work only and shall not participate in the performance of the Work.
- 2.2.2. The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.
- 2.2.3. The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, to the Construction Manager within ten (10) days of the Notice to Proceed.
 - 2.2.3.1. The Tulalip Tribes of Washington reserves the right to reject the Contractor's proposed superintendent. Failure of the Construction Manager to notify the Contractor of such rejection within 30 days of receipt of the required information shall constitute notice that the Tulalip Tribes of Washington has no objection.
 - 2.2.3.2. If the Tulalip Tribes of Washington rejects the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost to the Project.
- 2.2.4. The Contractor shall not change the Contractor's superintendent without written notice to the Tulalip Tribes of Washington pursuant to the following procedure.

- 2.2.4.1. If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the Construction Manager, a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.
- 2.2.4.2. The procedure provided in paragraph GC 2.2.3 shall be conducted to evaluate the Contractor's proposed new superintendent.

2.3. PROTECTION OF THE PROJECT

- 2.3.1. The Contractor shall protect the Contractor's Work from weather, and shall maintain the Work and all materials, equipment, apparatus, fixtures and other items on or adjacent to the Project site free from injury or damage during the entire construction period.
 - 2.3.1.1. Work or items likely to be damaged shall be covered or protected at all times to prevent damage.
 - 2.3.1.2. Any Work or item damaged by failure of the Contractor to provide coverage or protection shall be removed and replaced with new Work or a new item, as applicable, at the Contractor's expense.
 - 2.3.1.3. Any adjacent property, including without limitation roads, walks, shrubbery, plants, trees or turf, damaged during the Contractor's Work shall be properly repaired or replaced at the Contractor's expense.
 - 2.3.1.4. Any damage due to herbivores or omnivores to plant material during initial planting through the end of the first year of plant establishment shall be the sole responsibility of the Contractor to restore, correct, replant, and replace to the specified condition and to protect the plant material from future damage.
- 2.3.2. Unless otherwise specified in the Contract Documents, the Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take precaution to prevent injury or damage to persons or property.
- 2.3.3. The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that will endanger the Project, or any portion thereof, nor shall the Contractor subject any part of the Project or existing or adjacent property to stress or pressure that will endanger the Project or property.
- 2.3.4. The Contractor shall provide all temporary bracing, shoring and other structural support required for safety of the Project and proper execution of the Work.
- 2.3.5. Unless otherwise specified in the Contract Documents, the Contractor shall remove all snow and ice as may be required for access to the Work.

- 2.3.6. The Contractor shall provide adequate dust control of the Project site at all times. Dust from the construction area shall be controlled to prevent drifting to non-work areas, including without limitation, occupied facilities, parking lots, buildings and adjacent properties.
- 2.3.7. The Contractor shall provide adequate noise control of the Project site at all times. Loud construction activities shall be scheduled so as not to unduly disturb the adjacent area activities. The Contractor shall identify loud activities and coordinate scheduling of those activities with the requirements of the Tulalip Tribes of Washington.

2.4. MATERIAL AND EQUIPMENT

- 2.4.1. The Contractor's material and equipment shall be new and of the quality specified in the Contract Documents. All manufactured articles, materials and equipment shall be applied, installed, connected, created, used, cleaned and conditioned as directed in manufacturer's latest printed instructions. No manufactured articles, materials or equipment shall be used for any purpose unless recommended by the manufacturer. Any discrepancies between specified use and manufacturer's recommendations shall be brought to the attention of the Architect and the Construction Manager by the Contractor before installation.
- 2.4.2. Only the materials and equipment which are to be used directly in the Work shall be brought to or stored at the Project by the Contractor and the Contractor's Subcontractors and Material Suppliers.
 - 2.4.2.1. The Contractor shall be responsible for the proper storage of all material and equipment brought to the Project.
 - 2.4.2.2. After the material or equipment is no longer required for the Work, the Contractor shall remove such material and equipment from the Project.
- 2.4.3. The Contractor's material and equipment shall not cause damage to the Project or adjacent property and shall not endanger any person at, or in the vicinity of, the Project.
- 2.4.4. Any injury to person or damage to property resulting from the Contractor's material or equipment shall be the responsibility of the Contractor.

2.5. LABOR

- 2.5.1. The Contractor shall maintain a sufficient workforce and enforce good discipline and order among the Contractor's employees and the employees of the Contractor's Subcontractors and Material Suppliers. The Contractor shall provide sufficient qualified on-site engineering and clerical project staff, in addition to the Contractor's superintendent, to process the daily Work, including without limitation, processing and coordinating Shop Drawings, correspondence, daily reports, As-Built Drawings and scheduling.

- 2.5.2. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from the Project any person employed by the Contractor or the Contractor's Subcontractors and Material Suppliers who is found by the Tulalip Tribes of Washington, pursuant to a recommendation from the Construction Manager or the Architect, to be incompetent, guilty of misconduct, or detrimental to the construction of the Project.
- 2.5.3. The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage or other labor disturbance. Informational pickets shall not justify any work stoppage.
- 2.5.4. The Contractor shall comply with all applicable tribal and federal laws or regulations pertaining to labor, wages, hours, including, but not limited to TERO Code 9.05, laws affecting the employment of minors on construction projects, and laws affecting the employment of illegal aliens.

2.6. SAFETY PRECAUTIONS

- 2.6.1. The Contractor shall take precautions and shall be responsible for the safety of individuals on the Project and shall comply with all applicable provisions of tribal and federal safety laws and buildings codes to prevent injury to persons on or adjacent to the Project.
- 2.6.2. The Contractor shall comply with the rules and regulations of the Tulalip Tribes of Washington, the [Department of Labor, Occupational Safety and Health Administration \(OSHA\)](#). The Contractor shall be responsible for any fine or cost incurred as a result of any violation or alleged violation by the Contractor, the Contractor's employees or Subcontractors.
- 2.6.3. Prior to the start of any Work, the Construction Manager shall review Contractor's safety program. The field superintendent of the Contractor shall conduct regular inspections of the site for compliance with safety regulations, stating in writing each month as a part of the Application for Payment that he has done so. The Architect, the Tulalip Tribes of Washington and the Construction Manager reserve the right to inspect and recommend Contractor compliance with safety regulations if, in their opinion, conditions on the site do not comply.
- 2.6.4. Methods and equipment for protecting persons and the Project shall be subject to inspection and approval of the appropriate authority having jurisdiction over the Project site.
- 2.6.5. Work Stoppage Due to Hazardous Materials

- 2.6.5.1. In the event a Contractor, except a licensed abatement Contractor, encounters materials reasonably believed to contain asbestos, polychlorinated biphenyl (PCB) or other hazardous waste or material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Architect, the Construction Manager and the Tulalip Tribes of Washington in writing.
- 2.6.5.2. The Work in the affected area shall be resumed upon written notice from the Construction Manager that the material has been removed or rendered harmless.
- 2.6.5.3. The term "rendered harmless" shall mean that the level of exposure is less than any applicable permissible exposure standards set forth in tribal law, OSHA or other applicable regulations.

2.7. TEMPORARY FACILITIES AND UTILITIES NOT USED

2.8. PERMITS

2.8.1. Building Permits

- 2.8.1.1. The Architect shall secure the required plan approvals.
- 2.8.1.2. The Contractor shall schedule the intermediate and final inspections required for any permit certification. The Contractor shall give the Architect, the Construction Manager and the Tulalip Tribes of Washington reasonable notice of the date arranged for any inspection.
- 2.8.1.3. The Tulalip Tribes of Washington shall secure the required building permits.

2.8.2. Local Permits

- 2.8.2.1. Unless otherwise specified in the Contract Documents, the Contractor shall obtain, maintain and pay for any permit or license required by local authorities having jurisdiction over the Project.

2.8.3. National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit NOT USED

2.9. TESTS AND INSPECTIONS

- 2.9.1. If after the commencement of the Work, the Architect or the Construction Manager determine that any portion of the Work requires special inspection, testing or approval in order to insure proper conformance to the Contract Documents, the Architect or the Construction Manager may instruct the Contractor in writing to order such special inspection, testing or approval, or the Architect or the Construction Manager may make the arrangements for same.

- 2.9.1.1. If such special inspection, testing or approval reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall pay all costs associated with such special inspection, testing or approval.
- 2.9.1.2. If such special inspection, testing or approval reveals that the Work is in compliance with the Contract Documents, the Contractor will be paid, by appropriate Change Order, for all costs associated with such special inspection, testing or approval.
- 2.9.2. Neither the observations of the Architect or the Construction Manager in the administration of the contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.10. CLEANING UP

- 2.10.1. During the progress of the Work, the Contractor shall be responsible for the removal of all waste materials and rubbish attributable to the Work to an appropriate disposal site designated by the Construction Manager. Unless otherwise specified in the Contract Documents, the Contractor shall perform daily broom cleaning in the area of the Contractor's Work.
 - 2.10.1.1. Unless otherwise specified in the Contract Documents, the Contractor shall, at the end of each working day or as directed by the Construction Manager, remove all waste materials and rubbish from the Project.
 - 2.10.1.2. Unless otherwise specified in the Contract Documents, the Contractor shall, as required for the Project or as directed by the Construction Manager, remove any waste materials or rubbish from areas adjacent to the Project.
- 2.10.2. If the Contractor fails to clean up during the progress of the Work, the provision of paragraph GC 5.2 may be invoked.
- 2.10.3. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon written notification by the Construction Manager, the Tulalip Tribes of Washington shall direct the local jurisdiction having responsibility for the area to clean the area.
 - 2.10.3.1. The cost of cleaning the area adjacent to the Project shall be deducted from the responsible Contractor as the Construction Manager recommends and the Tulalip Tribes of Washington determines to be appropriate.
 - 2.10.3.2. The decision of the Tulalip Tribes of Washington shall be final.

2.11. SUBSTITUTIONS

2.11.1. Substitutes for Standards or Approved Equals shall not be considered after the bid opening unless the Contractor can conclusively demonstrate to the Architect and the Construction Manager one of the following conditions:

- 2.11.1.1. Unavailability of all Standards or Approved Equals through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers;
- 2.11.1.2. All Standards or Approved Equals are no longer produced; or
- 2.11.1.3. All Standards or Approved Equals will not perform as designed.

2.12. EXPLOSIVES AND BLASTING (NOT USED)

2.13. EMERGENCY

- 2.13.1. In the event of an emergency affecting the safety of individuals, the Project or adjacent property, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.
- 2.13.2. The Contractor shall give the Tulalip Tribes of Washington and the Construction Manager written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.
- 2.13.3. If the Construction Manager recommends that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, and the Tulalip Tribes of Washington approve, a Change Order will be issued.

2.14. UNCOVERING THE WORK

- 2.14.1. If any Work is covered contrary to the requirements of the Contract Documents or to the written request of the Architect or the Construction Manager, such Work must, if required by the Architect or the Construction Manager in writing, be uncovered for observation and replaced, if not in conformity with the Contract Documents, and recovered at the Contractor's expense.
- 2.14.2. If any Work has been covered in accordance with the Contract Documents and is Work which the Architect or the Construction Manager had not requested the opportunity to observe prior to covering, the Architect or the Construction Manager may request that such Work be uncovered by the Contractor.
 - 2.14.2.1. If such Work is found not to be in conformity with the Contract Documents, the Contractor shall pay all costs of uncovering, replacing and recovering the Work, unless it is found by the Tulalip Tribes of Washington that such condition was caused by another Contractor.

- 2.14.2.2. If such Work is found to be in conformity with the Contract Documents, the cost of uncovering, replacing and recovering the Work shall, by appropriate Change Order, be paid to the Contractor.

2.15. CORRECTION OF THE WORK

- 2.15.1. The Architect, through the Construction Manager, or Construction Manager shall notify the Contractor in writing if any Work is found by the Architect or the Construction Manager to be Defective, whether observed before or after Contract Completion. The Architect or the Construction Manager shall specify in the written notice the time within which the Contractor shall correct the Defective Work.
- 2.15.2. The Contractor shall bear all costs of correcting such Defective Work, including the cost of any consequential damages.
- 2.15.3. If the Contractor fails to correct any Defective Work within the time fixed in the written notice, the Tulalip Tribes of Washington may correct such Work and recover all costs, including any consequential damages, from the Contractor or the Contractor's Surety.

2.16. INTERRUPTION OF EXISTING SERVICES

- 2.16.1. Whenever it becomes necessary to interrupt existing services in use by the Tulalip Tribes of Washington, such as sewer, water, gas and steam lines, electric, telephone or cable service, the Contractor responsible for the Work shall continue the Work on a 24 hour basis until the Work is completed and the service restored, or at such alternate time required by the Tulalip Tribes of Washington.
- 2.16.2. Before beginning such Work, the Contractor, through the Construction Manager, shall apply in writing to and receive approval in writing from the Tulalip Tribes of Washington and the authority with appropriate jurisdiction over the Project, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Tulalip Tribes of Washington.

2.17. ARCHAEOLOGICAL AND HISTORICAL OBJECTS

- 2.17.1. Archaeological, or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Construction Manager of any such finds. The Construction Manager will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Tribal Representative determines that the object(s) are to be surveyed, the Tribal Representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.

ARTICLE 3 – THE ARCHITECT

3.1. PROJECT OVERSIGHT

- 3.1.1. The Architect shall notify, advise and consult with the Construction Manager and the Tulalip Tribes of Washington and shall protect the Tulalip Tribes of Washington against Defective Work throughout the completion of the Project.
 - 3.1.1.1. The Architect shall designate a representative, who shall be approved by the Tulalip Tribes of Washington, to attend the Project to observe and check the progress and quality of the Work and to take such action as is necessary or appropriate to achieve conformity with the Contract Documents.
 - 3.1.1.2. It shall be the duty of the Architect to have any consultant attend the Project at such intervals required, or as may be deemed necessary by the Tulalip Tribes of Washington, to review the Work in order to achieve the results intended by the Contract Documents.
- 3.1.2. The Architect shall have the authority to disapprove or reject any item of Work which is Defective, or that the Architect believes will not produce a Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents. The Architect shall immediately notify the Tulalip Tribes of Washington, through the Construction Manager, whenever Work has been disapproved or rejected.
- 3.1.3. The Architect shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.2. CONTRACT ADMINISTRATION

- 3.2.1. The Architect shall assist the Construction Manager to provide administration of the Contracts for the Project including, without limitation, the performance of the functions hereinafter described.
 - 3.2.1.1. The Architect shall secure the [NPDES](#) general permit by submitting a notice of intent application form (NOI) to the United States Environmental Protection Agency at least 45 days prior to the start of construction. The Architect shall prepare and certify a storm water pollution prevention plan and process the required [notice of termination](#) (NOT) prior to completion of the Project.
 - 3.2.1.2. The Architect shall attend any and all progress meetings and any coordination meetings as requested by the Construction Manager. The Architect shall assist the Construction Manager to prepare an agenda and a written report of each progress meeting and coordination meeting the Architect attends.

- 3.2.1.3. The Architect, through the Construction Manager, may authorize minor changes or alterations in the Work not involving additional costs and not inconsistent with the overall intent of the Contract Documents.
- 3.2.1.4. The Architect shall review and approve, or recommend approval, of all forms required under the Contract Documents.
- 3.2.1.5. The Architect, through the Construction Manager, shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Tulalip Tribes of Washington, through the Construction Manager, for enforcement of the Contract as necessary.
- 3.2.2. The Architect will be the initial interpreter of all requirements of the Contract Documents, pursuant to paragraph GC 1.5.2.
- 3.2.3. The Architect, with concurrence of the Construction Manager, shall be authorized to require special inspection, testing or approval of the Work, as provided in paragraph GC 2.9, whenever in the Architect's reasonable opinion such action is necessary or advisable to insure conformance to the Contract Documents.
- 3.2.4. Based upon the Architect's on-site observations and evaluation of the Contractor's Application for Payment, the Architect shall review, approve, modify or reject amounts due the Contractor. The Architect may recommend to the Tulalip Tribes of Washington, through the Construction Manager, that payment be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation. The Architect's certification for payment shall constitute a representation that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the Work is in conformity with the Contract Documents and the Contractor is entitled to payment in the amount certified.
- 3.2.5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals, within the required time, for the purpose of checking for conformity with the Contract Documents.
- 3.2.6. The Architect, with the assistance of the Construction Manager, shall prepare Bulletins, including a cost estimate and supportive documentation and data for any change to the Work.
- 3.2.7. The Architect shall assist the Construction Manager to conduct inspections to determine the date of Contract Completion and shall receive, review and forward to the appropriate entity all Project record submittals required by the Contract Documents.

- 3.2.8. The Architect, with the assistance of the Construction Manager, shall render written recommendations, within the time specified, on any matter in question involving the Contractor and shall provide information or services to the Tulalip Tribes of Washington until final disposition of any dispute.

ARTICLE 4 – CONSTRUCTION PHASE COORDINATION

4.1. RESPONSIBILITY OF CONTRACTORS

- 4.1.1. The Contractor shall schedule the Project and coordinate the Work of all Subcontractors with each other and with the activities and responsibilities of the Tulalip Tribes of Washington and the Architect to complete the Project in accordance with the Contract Documents.
 - 4.1.1.1. If the Contractor fails to prosecute the Work in accordance with the most current Construction Schedule, the provisions of paragraph GC 5.2 may be invoked.
 - 4.1.1.2. Coordination of the Work of the Contractor by the Construction Manager shall not relieve the Contractor from the Contractor's duty to supervise, direct and perform the Contractor's Work in accordance with the Contract Documents.
- 4.1.2. The Contractor shall develop and update the Construction Schedule for the Project in accordance with paragraph GC 4.3 and shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Construction Schedule.
 - 4.1.2.1. The Construction Schedule shall not exceed the time limit specified in the Notice to Proceed, shall provide for reasonable, efficient and economical performance of the Work, as determined by the Construction Manager, and shall be related to the entire Project to the extent required by the Contract Documents.
 - 4.1.2.2. The Construction Schedule shall be used to plan, organize and perform the Work, record and report actual performance and progress and show how the Contractor plans to complete the remaining Work by Contract Completion.
- 4.1.3. The Contractor shall monitor, update, coordinate and seek conformance to the Construction Schedule and shall initiate and coordinate revisions of the Construction Schedule as required by the Contract Documents.
- 4.1.4. The Contractor shall afford other Contractors and such Contractor's Subcontractors and Material Suppliers reasonable opportunity for the introduction and storage of materials and equipment and execution of Work and shall properly connect and coordinate the Contractor's Work with the Work of other Contractors on the Project. The Contractor shall perform the construction activities constituting its Work in accordance with the early start and early finish dates of the most current Construction Schedule.

- 4.1.5. The Contractor shall perform the Work so as not to interfere with, disturb, hinder or delay the Work of other Contractors or the responsibilities of the Architect and the Construction Manager. The sole remedy provided by the Tulalip Tribes of Washington for any injury, damage or expense resulting from interference, hindrance, disruption or delay caused by or between Contractors or their agents and employees shall be an extension of time in which to complete the Work.
- 4.1.5.1. If the Contractor, or the Contractor's Subcontractors or Material Suppliers, cause damage or injury to the property or Work of any other Contractor, or by failure to perform the Work with due diligence, delay, interfere with, hinder or disrupt any Contractor who suffers damage, injury or expense thereby, the responsible Contractor shall be responsible for such damage, injury or expense.
- 4.1.5.2. The intent of paragraph GC 4.1.5.1 is to benefit the other Contractors on the Project and to demonstrate that each other Contractor who performs Work on the Project is a third party beneficiary of the Contract.
- 4.1.5.3. Should the Contractor's, or the Contractor's Subcontractors' or Material Suppliers' acts or errors cause, or relate to in any fashion, the damages claimed by any other Contractor arising out of the Contractor's failure to perform with due diligence, or otherwise in accordance with the Contract Documents, then the Contractor shall indemnify and hold harmless the Tulalip Tribes of Washington and the Construction Manager from any such damages.
- 4.1.5.4. Claims, disputes or actions between Contractors concerning such damage, injury or expense shall not delay completion of the Work which shall be continued by the parties to any such dispute, action or claim.
- 4.1.6. If any part of the Contractor's Work is preceded by the Work of another Contractor, the Contractor shall inspect such other Contractor's preceding Work before commencing any Work, and report in writing to the Construction Manager, any defects which render the other Contractor's preceding Work unsuitable as related to the Contractor's Work.
- 4.1.6.1. Failure of the Contractor to make such inspection and report in writing, as required by paragraph GC 4.1.5, shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of the Contractor's preceding Work, except as to latent defects which such inspection would fail to disclose.
- 4.1.7. The Contractor shall consult with the Construction Manager, the Architect and the Tulalip Tribes Tribal Employment Rights Office to obtain full knowledge of the rules, regulations or requirements affecting the Project.

- 4.1.8. Under the direction of the Construction Manager, the Contractor shall coordinate the Contractor's Work with the Work of all other Contractors and with the activities of the Construction Manager and the Architect to complete the Project in accordance with the Contract Documents.
- 4.1.9. The Contractor shall supervise the Work in conformity with the coordination of the Construction Manager and shall take orders and directions from the Construction Manager as provided in the Contract Documents. Orders and direction from the Construction Manager for the coordination of the Work of the Contractors shall not relieve the Contractor from the Contractor's duty to supervise the Contractor's Work in accordance with the Contract Documents.
- 4.1.10. The Contractor shall give reasonable notice to the Architect, through the Construction Manager, when the Architect's presence is required for special consultations, inspections, testing, approvals or decisions.
- 4.1.11. If the Contractor fails to perform the Contract according to the requirements of the Contract Documents, such failure to perform may be just cause for the Tulalip Tribes of Washington to find the Contractor is not responsible for future contract awards.
- 4.1.12. The Contractor shall cooperate with the Architect and the Construction Manager so as not to interfere, disturb, hinder or delay the Work of other Contractors or the responsibilities of the Architect and the Construction Manager.
- 4.1.13. The Contractor shall keep a daily log containing a record of weather, number of workers on site for each Subcontractor, identification of equipment, Work accomplished, problems encountered and other similar relevant data. The Contractor shall submit a copy of the daily log to the Construction Manager by the end of the following work day.

4.2. RESPONSIBILITY AND AUTHORITY OF CONSTRUCTION MANAGER

- 4.2.1. The Construction Manager shall consult with the Architect, the Tulalip Tribes of Washington and any governmental authority having jurisdiction over the Project to obtain full knowledge of all rules, regulations or requirements affecting the Project. The Construction Manager shall establish the regular working hours, subject to approval by the Tulalip Tribes of Washington.
- 4.2.2. The Construction Manager shall have the authority to disapprove or reject any item of Work which is Defective, or that the Construction Manager believes will not produce a Project that conforms to the Contract Documents. The Construction Manager shall immediately notify the Contractor, the Architect and the Tulalip Tribes of Washington whenever Work has been disapproved or rejected.

- 4.2.3. The Construction Manager shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Tulalip Tribes of Washington for enforcement of the Contract as necessary.
- 4.2.4. The Construction Manager shall have the authority to approve the Contractor's Application for Payment and may recommend to the Tulalip Tribes of Washington that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation.
- 4.2.5. The Construction Manager shall attend and conduct any and all progress and coordination meetings. The Construction Manager shall prepare an agenda and a written report of each progress and coordination meeting and distribute the report to the Architect, the Tulalip Tribes of Washington and the Contractors. The Construction Manager shall not delegate the duty to prepare the agenda and written reports of any progress or coordination meeting.
- 4.2.6. In the event of default by any Contractor, the Construction Manager shall cooperate with the Architect and the Tulalip Tribes of Washington and the defaulting Contractor's Surety to Contract Completion.
- 4.2.7. The Construction Manager, with the assistance of the Architect, shall render written recommendations, within the time specified, on any matter in question involving the Contractor and shall provide information or services to the Tulalip Tribes of Washington until final disposition of any dispute.
- 4.2.8. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work. The services provided by the Construction Manager and the existence of schedules or services prepared or performed by the Construction Manager shall in no way relieve the Contractor from responsibility for complying with all the requirements of the Contract Documents.

4.3. CONSTRUCTION SCHEDULE

- 4.3.1. Utilizing information deemed appropriate in the Contractor's opinion, the Contractor shall prepare the Construction Schedule for the Project.
 - 4.3.1.1. Within ten (10) working days of the date of the Notice to Proceed, the Contractor shall furnish to the Construction Manager a proposed schedule for the prosecution of Work on the Project. This proposed schedule shall include the following at a minimum.
 - 4.3.1.1.1. A listing of work activities for each contractor.
 - 4.3.1.1.2. A proposed logical relationship between all work activities.
 - 4.3.1.1.3. Proposed work activities' durations.

- 4.3.1.1.4. The work day calendar used in preparation of the proposed schedule (including any Holidays and non-work days).
- 4.3.1.1.5. The total float, free float, and early and late starts and finishes.
- 4.3.1.1.6. Any constrained activities, including milestone dates indicated in the Contract Documents and periods of shutdown or disruption due to other operations or usages.
- 4.3.1.1.7. Procurement related activities, including shop drawing preparation, approval, and material fabricating and delivery activities.
- 4.3.1.1.8. Each phase of the Work, including Punch List and Commissioning and start-up for each phase or area of work activity, Project Close-out activities, Contract Completion and occupancies for each phase or area. This information shall be provided in hard copy and in electronic executable form (in the software typically used by the Construction Manager).
- 4.3.1.2. The Construction Manager shall within five (5) working days of receipt of the Contractor's proposed schedule, provide the following in the form requested by the Contractor:
 - 4.3.1.2.1. Review comments as to whether or not it appears the Contractor's activities listed in the proposed schedule is a full and complete listing of necessary activities to allow the Contractor to economically perform its work and coordinate its work with other Contractors.
 - 4.3.1.2.2. If applicable, suggest new activities that will allow the Contractor to prepare a more complete construction schedule for the Work.
 - 4.3.1.2.2.1. For any proposed activities under 4.3.1.2.2, the Construction Manager may propose logical relationships to any other work activities.
- 4.3.1.3. Within ten (10) calendar days of receipt of the Construction Manager's information required under subparagraph GC 4.3.1.2, or no later than 40 calendar days from the Notice to Proceed, the Contractor shall issue the Construction Schedule to the Tulalip Tribes of Washington, the Architect and the Construction Manager in both paper form and electronic executable files (using software typically used by the Construction Manager).
- 4.3.1.4. In the interim period between the Notice to Proceed and the issuing of the Construction Schedule, the Contractor shall conform to weekly schedules produced by the Contractor, with such conformance shall be the same as the Contractor's obligation to perform in accordance with the Construction Schedule under the Contract Documents.

- 4.3.1.5. The Construction Manager and Architect may recommend to the Tulalip Tribes of Washington that no payment be made to the Contractor for failure to issue the Construction Schedule within the time periods set forth under paragraph GC 4.3.1.
- 4.3.2. Unless otherwise specified by the Contract Documents, the Contractor shall, on a weekly basis, prepare and submit to the Construction Manager a written report describing activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a projection of all activities to be started or finished in the following two (2) weeks, including without limitation, the Contractor's planned crew size and estimated remaining or total duration for the period for such Work and any other information requested by the Construction Manager. The aforementioned information shall be included in the minutes of progress meetings on a timely basis.
- 4.3.3. The Contractor shall update the Construction Schedule on a monthly basis in general conformance with the following:
 - 4.3.3.1. The Contractor shall issue two (2) updated paper copies of the Construction Schedule and necessary accompanying schedule reports and narratives to the Architect, the Construction Manager and the Tulalip Tribes of Washington, with these copies including at a minimum the following information:
 - 4.3.3.1.1. Early and late starts and finishes, and total and free float of all activities;
 - 4.3.3.1.2. The current Construction Schedule targeted against the previous update as well as the initial Construction Schedule;
 - 4.3.3.1.3. Logical relationships, indicating predecessor and successor activities, as well as leads and lags;
 - 4.3.3.1.4. All constrained activities; and
- 4.3.4. Should it become apparent to the Construction Manager that activities then on the longest path or critical path(s) are not progressing such that their late finish dates may not be attained, or that the progress necessary to achieve the late finish dates of activities that are logically related to interim contract milestone dates may not be met, or if preliminary updates of the Construction Schedule indicates that critical path(s) have negative float such that interim contract milestones or Contract Completion dates may not be achieved, then the Contractor shall take the following actions:
 - 4.3.4.1. Identify the activities that are impacting the Construction Schedule and assess what has occurred since the previous period in which the Construction Schedule was updated.

- 4.3.4.2. Develop possible courses of action whereby the milestone dates and Contract Completion date may be attained. The Contractor shall cooperate in providing all information requested by the Construction Manager.
- 4.3.4.3. The Construction Manager shall review the possible courses of action developed under 4.3.4.2 with the Architect and the Tulalip Tribes of Washington, and, as deemed appropriate by the Construction Manager.
- 4.3.4.4. Upon review of these courses of action, the Contractor shall issue the updated Construction Schedule in accordance with 4.3.3.

4.4. PROGRESS MEETINGS

- 4.4.1. Unless otherwise specified in the Contract Documents, the Construction Manager shall schedule a weekly progress meeting for all Contractors and other persons involved in the Project. The purpose of the progress meeting is to review progress in the Work during the previous week, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems.
- 4.4.2. The Contractor, the Construction Manager and the Architect shall be represented at every progress meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents.
 - 4.4.2.1. The Construction Manager shall notify the Architect and the Contractors of the time and place of the progress meeting which shall thereafter be the same day and hour of the week for the duration of the Project, unless the Construction Manager shall notify the Contractors of a different day and hour at least two (2) days in advance.
 - 4.4.2.2. The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Construction Manager or the Architect.
- 4.4.3. The Construction Manager shall prepare a written report of each progress meeting and distribute such report to the Architect, the Tulalip Tribes of Washington and the Contractor. The Construction Manager shall not delegate the duty to prepare a written report of each progress meeting.
 - 4.4.3.1. If any person in attendance objects to anything in a report of a progress meeting, the person shall notify the Construction Manager in writing explaining the objection.
 - 4.4.3.2. The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response thereto.

4.5. COORDINATION MEETINGS

- 4.5.1. Unless otherwise specified in the Contract Documents, the Contractor shall schedule a weekly coordination meeting for appropriate Subcontractors and Material Suppliers. The Architect and the Construction Manager shall attend coordination meetings when requested by the Contractor.
 - 4.5.1.1. The purpose of the coordination meeting is to establish the exact location of each piece of equipment, pipe, duct, conduit, or other component of the Project; to discuss the sequence of construction consistent with the Construction Schedule, and to appropriately share available construction and storage space.
 - 4.5.1.2. Unless otherwise specified in the Contract Documents, the Contractor shall prepare a written report of each coordination meeting and distribute the report to the Contractors, the Architect and the Construction Manager. The Contractor shall not delegate the duty to prepare a written report of each coordination meeting.
 - 4.5.1.3. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and pre-installation meetings. Refer to Section 01200 – PROJECT MEETINGS for additional meeting requirements.
- 4.5.2. Unless otherwise specified in the Contract Documents, the Contractor shall, within 45 days of the date of the Notice to Proceed or such other period of time as mutually agreed by the Contractor and the Construction Manager, prepare one-fourth inch equals one foot scale drawings of all sheet metal work with plan and elevation dimensions to specifically locate all duct work, equipment and HVAC pipe work, either on the same or separate drawings.
 - 4.5.2.1. The Contractor will provide the drawings to the other contractors for use in preparing drawings of contractor's Work, to specifically locate equipment, piping, conduit and other Work.
 - 4.5.2.2. The contractor shall resubmit the drawings to the Contractor showing the location of the contractor's equipment, piping, conduit, and other Work for preparation of detailed coordination drawings by the Contractor.
- 4.5.3. The Contractor shall be represented at every coordination meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents. The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend the coordination meeting as deemed advisable by the Contractor.
- 4.5.4. The Construction Manager may conduct additional project coordination meetings on an “as needed” basis at times convenient for all parties involved. Any contractor may request that a coordination meeting be held to discuss an issue they are concerned about.

ARTICLE 5 – RIGHTS AND RESPONSIBILITIES OF THE TULALIP TRIBES OF WASHINGTON

5.1. THE TULALIP TRIBES OF WASHINGTON

- 5.1.1. The Tulalip Tribes of Washington shall competitively bid, execute and administer contracts for the construction of the Project in compliance with Tulalip Tribes' Tribal Employment Rights Title 9.05 and applicable tribal law, federal and local statutes, ordinances, codes and regulations.
- 5.1.2. The Tulalip Tribes of Washington shall designate a representative authorized to act on the behalf of the Tulalip Tribes of Washington with respect to decisions required by the Tulalip Tribes of Washington during the Project.
- 5.1.3. Information and services required of the Tulalip Tribes of Washington shall be furnished in good faith and in a timely manner to avoid delay in the progress of the Project.
- 5.1.4. The Tulalip Tribes of Washington and the Tulalip Tribes of Washington's officers, agents, employees, representatives and consultants shall at all times have access to the Work whenever the Project is in preparation or progress, subject to the coordination of the Construction Manager.
- 5.1.5. Upon the issuance of the Notice to Proceed or at a reasonable time thereafter, the Tulalip Tribes of Washington shall provide the Contractor the Project site in such condition to permit the Contractor to perform the Work.
- 5.1.6. The Tulalip Tribes of Washington may request any change in the Work.
- 5.1.7. The foregoing are in addition to other rights and responsibilities of the Tulalip Tribes of Washington enumerated herein.

5.2. RIGHT TO PROSECUTE WORK AND BACKCHARGE CONTRACTOR

- 5.2.1. If the Contractor provides Defective Work or fails or neglects to prosecute the Work with the necessary diligence so as to complete the Work within the time specified in the Contract Documents or any portion of the Work by the applicable milestone date as set forth in the Construction Schedule, the Construction Manager may notify the Contractor in writing of such Defective Work, failure, or neglect.
- 5.2.2. If the Contractor fails or refuses to cure such Defective Work or its failure or neglect to timely prosecute the Work within three (3) working days after receipt of the written notice, the Construction Manager shall recommend enforcement of the Contract to the Tulalip Tribes of Washington pursuant to paragraphs GC 3.1.2, GC 3.2.1.5, GC 4.2.2 and GC 4.2.3. Without prejudice to any other remedy the Tulalip Tribes of Washington may have, the Tulalip Tribes of Washington may employ upon the Work the additional force, or supply the materials or such part of either as is deemed appropriate, to correct the deficiency in the Contractor's Work, as determined by the Tulalip Tribes of Washington.
 - 5.2.2.1. In such case, a Change Order shall be issued deducting from payments then or thereafter due the Contractor the costs of correcting such deficiency.
 - 5.2.2.2. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor and the Contractor's Surety shall pay the amount of the insufficiency to the Tulalip Tribes of Washington.
 - 5.2.2.3. The decision of the Tulalip Tribes of Washington to backcharge the Contractor shall be final.

5.3. RIGHT TO PARTIAL OCCUPANCY

- 5.3.1. If the Tulalip Tribes of Washington finds it necessary to occupy or use a portion of the Project prior to Contract Completion, such occupancy or use may be accomplished if the Construction Manager informs the Tulalip Tribes of Washington that the area in question has been approved for temporary occupancy by the local building department or authority having jurisdiction.
- 5.3.2. If such Partial Occupancy or use is approved, the Architect, through the Construction Manager, may process either a Change Order or a Contract Completion certificate listing the deficient Work under the Contract for approval by the Tulalip Tribes of Washington, provided that no such occupancy or use shall commence before any insurers providing property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby.

- 5.3.3. From the date of execution of the Change Order or Contract Completion certificate by the Tulalip Tribes of Washington, the Contractor shall be relieved of obligation to maintain the accepted portion of the Work, but shall remain obligated to complete or correct any deficient Work including, without limitation, any Punch List items then uncorrected. The Contractor shall continue to carry the appropriate insurance during performance of any such Work.
- 5.3.4. Partial Occupancy or use of the premises by the Tulalip Tribes of Washington shall not constitute acceptance of any Work not in conformity with the Contract Documents. Partial Occupancy shall not relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

ARTICLE 6 – TIME

6.1. TIME OF ESSENCE

- 6.1.1. Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract, the Contractor acknowledges that the time for Contract Completion, any specified milestone completion dates, are reasonable, taking into consideration the average climatic range and usual conditions prevailing in the locality of the Project.
 - 6.1.1.1. The Contractor agrees that the Notice to Proceed shall establish the date for completion of the Work.
 - 6.1.1.2. The Contractor agrees that the Tulalip Tribes of Washington has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract time.
 - 6.1.1.3. The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation with other Contractors, the Construction Manager, the Architect and in the order and in accordance with the early start and finish dates as provided in the Construction Schedule.
 - 6.1.1.4. The Contractor shall perform the Work so as not to interfere with, disturb, hinder or delay the Work of other Contractors and such other Contractors' Subcontractors and Material Suppliers.
 - 6.1.1.5. The Contractor agrees that the possibility that the Contractor may be subject to interference, disruption, hindrance or delay in the progress of the Work from any and all causes is within the contemplation of the parties and that the sole remedy for such interference, disruption, hindrance or delay shall be an extension of time granted pursuant to paragraph GC 6.2 and GC 6.3.

6.2. EXTENSIONS

- 6.2.1. If the Contractor is interfered with, disrupted, hindered or delayed at any time in the progress of the Work by any of the following causes, the time for Contract Completion and any affected milestone completion dates shall be extended for such reasonable time which the Construction Manager determines, in consultation with the Architect and the Tulalip Tribes of Washington, as has been caused by the interference, disruption, hindrance or delay in the Work:
 - 6.2.1.1. Due to suspension of the Work for which the Contractor is not responsible; inclement weather conditions not normally prevailing in the particular season; labor dispute excluding informational picketing; fire or flood;

- 6.2.1.2. Due to an act or omission of any other Contractor having a Contract for adjoining or contiguous Work; or
- 6.2.1.3. Due to any unforeseeable cause beyond the control and without fault or negligence of the Contractor.

6.3. SOLE REMEDY

- 6.3.1. To the fullest extent permitted by law, any extension of time granted pursuant to paragraph GC 6.2 shall be the Contractor's sole remedy which may be provided by the Tulalip Tribes of Washington, and the Contractor shall not be entitled to additional compensation or mitigation of Liquidated Damages for any delay, interference, hindrance or disruption, including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration. The Contractor agrees that the possibility that the Contractor may accelerate the Contractor's performance to meet the Construction Schedule is within the contemplation of the parties and that such acceleration is solely with the discretion of the Contractor.

6.4. REQUEST FOR EXTENSION

- 6.4.1. Any request by the Contractor for an extension of time shall be made in writing to the Construction Manager no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Construction Manager shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.
- 6.4.2. The Contractor's request shall provide the following information so that a timely response may be made to minimize any resulting damage, injury or expense.
 - 6.4.2.1. Nature of the interference, disruption, hindrance or delay;
 - 6.4.2.2. Identification of persons, entities and events responsible for the interference, disruption, hindrance or delay;
 - 6.4.2.3. Date (or anticipated date) of commencement of the interference, disruption, hindrance or delay;
 - 6.4.2.4. Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
 - 6.4.2.5. Anticipated duration of the interference, disruption, hindrance or delay;
 - 6.4.2.6. Specific number of days of extension requested; and

- 6.4.2.7. Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

6.5. EVALUATION OF REQUEST

- 6.5.1. Within ten (10) days of receipt of the Contractor's request, the Construction Manager shall evaluate the facts and extent of any interference, disruption, hindrance or delay to the Work, consult with the Architect and the Tulalip Tribes of Washington about the request and respond in writing to the Contractor.

- 6.5.1.1. The time for Contract Completion and milestone completion dates may only be extended by execution of an appropriate Change Order.

- 6.5.1.2. The Contractor shall make any necessary change in the Construction Schedule if an extension is granted.

6.6. CRITICAL PATH

- 6.6.1. Notwithstanding any other provision of the Contract Documents, time extensions will depend upon the extent to which the Work on the Critical Path of the Construction Schedule is affected. A Change Order granting a time extension may provide that the contract time will be extended for only those specific elements so interfered with, disrupted, hindered or delayed and that remaining milestone completion dates will not be altered and may further provide for equitable adjustment of Liquidated Damages.

ARTICLE 7 – CHANGES IN THE WORK

7.1. CHANGE ORDER

- 7.1.1. The Tulalip Tribes of Washington, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions. To the extent the time for Contract Completion or Contract price are affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.
 - 7.1.1.1. The Contractor shall proportionately increase the amount of the Bond, if a Bond was required, whenever the Contract price is increased.
 - 7.1.1.2. If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.
- 7.1.2. The Contractor shall not proceed with any change in the Work without the appropriate written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in GC Article 8, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any request for additional compensation for such item.
- 7.1.3. The Tulalip Tribes of Washington reserves the right to cancel or modify any Change Order authorization.

7.2. PRICE DETERMINATION

- 7.2.1. The maximum cost or credit resulting from a change in the Work shall be determined as described below.
 - 7.2.1.1. Lump Sum Proposals will not be considered or accepted unless the total cost does not exceed \$1,000.00.
 - 7.2.1.2. A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.
- 7.2.2. The Contractor shall not assign any portion of the Work to another person or entity whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.
- 7.2.3. If no agreement can be reached as to the cost or credit resulting from a change in the Work or if the Contractor refuses to sign a Change Order, the Tulalip Tribes of Washington may direct the associated change in the Work and determine the cost or credit, upon the recommendation of the Construction Manager and the Architect.

- 7.2.3.1. The Contractor shall proceed with the Change Order Work when so directed by the Construction Manager.
- 7.2.3.2. The Contractor may dispute the Tulalip Tribes of Washington's determination by filing a request for equitable adjustment of Contract in accordance with GC Article 8.
- 7.2.4. The Tulalip Tribes of Washington reserves the right to require notarized payrolls for labor costs and notarized invoices for material costs and reserves the right to audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.

7.3. CHANGE ORDER PROCEDURE

- 7.3.1. Depending on the cost of the change in the Work and the urgency of proceeding with the Work, two methods of executing a Change Order are available:
 - 7.3.1.1. Change Order via Field Work Order (FWO) - a change in the Work costing not more than \$10,000 and initiated by a FWO.
 - 7.3.1.2. Change Order via regular process - a change in the Work approved pursuant to a three (3) step process: 1) justification letter / Bulletin, 2) recommendation / pricing, and 3) execution of a Change Order.
- 7.3.2. The Construction Manager, with the assistance of the Architect, has responsibility for:
 - 7.3.2.1. Preparing, reviewing, recommending, coordinating, monitoring and processing a Change Order and related documents.
 - 7.3.2.2. Reviewing the Contractor's pricing within the stated time period, verifying the pricing complies with the Pricing Guidelines set forth in paragraph GC 7.4 and negotiating pricing, if necessary, to an equitable amount.
 - 7.3.2.3. If the change is to have a not-to-exceed price based on performing the Work on a time and material basis, monitoring the Work and signing daily time tickets. If the changed Work should cost less than the maximum amount noted on the Change Order, preparing a deduct Change Order for the cost difference.
 - 7.3.2.4. Reviewing and resolving the Contractor's request for an extension of time related to a Change Order.
 - 7.3.2.5. Confirming that the Tulalip Tribes of Washington concurs with the change and has available funds or a written commitment for funding the Change Order.

- 7.3.2.6. Monitoring the overall Change Order process for timeliness and follow up.
- 7.3.2.7. Authorizing the Contractor to proceed with the Change Order Work.
- 7.3.3. The Contractor has responsibility for:
 - 7.3.3.1. Responding to requests for pricing within the stated time period.
 - 7.3.3.2. Preparing all necessary proposals in sufficient detail for intelligent review with pricing, including Subcontractor and Material Supplier pricing, according to the Pricing Guidelines and negotiating pricing, if necessary, to an equitable amount.
 - 7.3.3.3. If the change is to have a not-to-exceed price based on performing the Work on a time and material basis, furnishing and certifying detailed records of all labor and materials provided. If the changed Work should cost less than the maximum amount noted on the Change Order, the Contractor is also responsible for executing a deduct Change Order prepared for the cost difference.
 - 7.3.3.4. Proceeding with the Work upon receipt of one of the following authorizations which is appropriate for the circumstances:
 - a) A fully signed FWO;
 - b) An authorization letter from the Construction Manager; or
 - c) A fully signed Change Order.
 - 7.3.3.5. If the Contractor performs Work without the appropriate, required authorization, the Contractor does so at the Contractor's own risk that payment for such Work may not be approved or made.
- 7.3.4. Paperwork Consolidation
 - 7.3.4.1. Related transactions of one Contractor occurring at or about the same time shall, whenever possible, be consolidated into the same Bulletin or Change Order, or both.
 - 7.3.4.2. Add and deduct items may be included on the same Change Order.
 - 7.3.4.3. Do not combine error / omission changes with other transactions. If multiple transactions are processed together and include more than one reason for the changed Work, the cost of each separate change must be stated separately.

7.3.5. Change Order Numbering System

- 7.3.5.1. The Construction Manager, in conjunction with the Architect, shall assign a number to each change which shall be stated on the Bulletin or scope of work description for the Project, starting with number 001. All Contractors affected by the change will be recorded under the same number. The Construction Manager will establish and maintain a master list of Change Order numbers, taking care not to duplicate or reuse any number throughout the Project.
- 7.3.5.2. When Change Order numbers are assigned, the number should consist of the Contractor's contract number, followed by a hyphen, and then the sequential number of the change for that particular Contractor. The bulletin or scope of work description number shall be referenced on the Change Order form.

7.4. CHANGE ORDER PRICING GUIDELINES

- 7.4.1. For each change, the Contractor shall furnish a detailed, written Proposal itemized according to these Pricing Guidelines. Any Subcontractor or Material Supplier pricing shall also be itemized according to these Pricing Guidelines. In order to expedite the review and approval process, all Proposals shall be prepared in the categories and in the order listed below. These Pricing Guidelines are intended to establish the maximum amount which the Tulalip Tribes of Washington will pay for any Change Order, including without limitation all amounts for interference, delay, hindrance or disruption of the Work. A Change Order may provide that the Tulalip Tribes of Washington may pay less than the amount established by these Pricing Guidelines if an equitable amount is negotiated between the Construction Manager and the Contractor.
- 7.4.2. **LABOR** – All field labor shall be priced at the current base rate being paid by the Contractor for such labor on the Project, or if such labor has not been previously employed on the Project, the base rate currently being paid by the Contractor on projects in the same locality, excluding fringe benefits. The payroll is to be based on straight time only and is to include number of hours and rate of pay for each classification of worker. If overtime is approved, list only the straight time portion in this item; overhead and profit will not be permitted on the cost of any premium time costs or shift work premiums.
- 7.4.3. **FRINGES** – All established payroll taxes, assessments and fringe benefits on the labor in paragraph 7.4.2. This may include, without limitation, [FICA](#), [Federal and State Unemployment](#), Health and Welfare, Pension Funds, Workers' Compensation and Apprentice Fund. Each of the fringes is to be a separate line item.

- 7.4.4. **EQUIPMENT RENTALS** – All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.
- 7.4.5. **OWNED EQUIPMENT** – All charges for certain owned heavy or specialized equipment at up to 100 percent of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work will be the basis for the pricing. Downtime due to repairs, maintenance and weather delays will not be allowed.
- 7.4.6. **TRUCKING** – A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck will not be allowed.
- 7.4.7. **OVERHEAD** – Overhead on items in paragraph GC 7.4.2, GC 7.4.3, GC 7.4.4, GC 7.4.5, and GC 7.4.6, up to 10 percent, which shall include all costs required to schedule the work and coordinate with the Contractors.
- 7.4.7.1. Overhead includes, without limitation, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering*), legal services, travel and parking expenses.
- 7.4.7.2. *An exception from paragraph GC 7.4.7.1 is allowed for shop or engineering labor for steel fabricators, sheet metal fabricators and sprinkler system fabricators. Recovery for such matters will be allowed under paragraph GC 7.4.2 and GC 7.4.3.
- 7.4.8. **MATERIALS**
- 7.4.8.1. All materials purchased by the Contractor and incorporated into the changed Work, showing costs, quantities, or Unit Prices of all items, as appropriate. Reimbursement of material costs shall only be allowed in the amount of the Contractor's actual cost, including any and all discounts, rebates or related credits.
- 7.4.8.2. One-third (33 percent) of the cost of reusable materials for each use, such as formwork lumber, shoring or temporary enclosures.
- 7.4.9. **PROFIT** - Profit on items in paragraphs GC 7.4.2, GC 7.4.3, GC 7.4.4, GC 7.4.5, GC 7.4.6, GC 7.4.7 and GC 7.4.8, up to 5 percent.
- 7.4.10. **SUBCONTRACTOR** - The reasonable cost of all labor and material provided by a Subcontractor whose pricing is included and which complies with these Pricing Guidelines.

7.4.11. **CONTRACTOR MARK-UP ON SUBCONTRACTOR** - Mark-up on items in paragraph GC 7.4.10, up to 10 percent.

7.4.12. **MISCELLANEOUS** - The following items are allowable at the cost of the Work, with **no overhead or profit**.

7.4.12.1. The cost of extending the Bond and the cost of extending liability, property damage, builder's risk or specialty coverage insurance.

7.4.12.2. The premium portion only for approved overtime (labor and fringes). The straight time portion is included in paragraphs GC 7.4.2 and GC 7.4.3.

7.4.12.3. Fees for permits, licenses, inspections, tests, etc.

7.4.12.4. When requested by the Contractor and approved in writing by the Tulalip Tribes of Washington due to special circumstances, reimbursement will be paid for overnight lodging, travel and food in an amount not to exceed the Tulalip Tribes of Washington travel guidelines.

7.4.13. Costs which will not be reimbursed for Change Order Work include the following:

7.4.13.1. Voluntary Employee Deductions – examples are United Way and U.S. Savings Bonds, etc.

7.4.13.2. Bonuses or other performance related salary adjustments.

7.4.13.3. Washington State sales tax when the goods are delivered to or services provided within the exterior boundaries of the Tulalip Reservation.

7.5. DIFFERING SITE CONDITIONS

7.5.1. Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are incomplete, are not a part of the Contract Documents, and are not warranted to show the actual subsurface conditions and may not be relied upon by the Contractor. Such matters are provided solely to share information available to the Tulalip Tribes of Washington and any use of them by the Contractor is at the risk of the Contractor.

7.5.2. Should the Contractor encounter, during the progress of the Work, concealed physical conditions at the Project, differing materially from those upon which the Contract Documents permit the Contractor to rely and differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the contract, the Contractor shall notify the Construction Manager, in writing of such conditions, before they are disturbed.

7.5.3. The Construction Manager, with the assistance of the Architect, will promptly investigate the conditions and if the Construction Manager finds that such conditions do materially differ from those upon which the Contract Documents permit the Contractor to rely and differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract, causing an increase or decrease in the cost of the Contract, an appropriate Change Order shall be processed.

7.5.3.1. The Contractor shall only proceed with a proper authorization, in writing, as provided by the Contract Documents.

7.5.3.2. No request for additional compensation under paragraph GC 7.5.3 shall be allowed unless the Contractor provided the notice required in paragraph GC 7.5.2.

7.6. TIME EXTENSION

7.6.1. Notwithstanding any other provision of the Contract Documents, time extensions for changes in the Work will depend upon the extent to which the change causes delay in Work on the Critical Path of the Construction Schedule as determined pursuant to paragraph GC 6.4 to GC 6.5.

7.6.2. If extending the time for Contract Completion is not possible, the Contractor shall price all costs of accelerated performance in the Contractor's Proposal.

7.6.3. A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements so delayed and that remaining milestone completion dates will not be altered and may further provide for adjustment of Liquidated Damages.

ARTICLE 8 – DISPUTE RESOLUTION PROCEDURES

8.1. REQUEST FOR EQUITABLE ADJUSTMENT OF CONTRACT

- 8.1.1. Any request for equitable adjustment of Contract shall be made in writing to the Construction Manager, and filed prior to Contract Completion, provided the Contractor notified the Construction Manager, no more than ten (10) days after the initial occurrence of the facts which are the basis of the claim. To the fullest extent permitted by law, failure of the Contractor to timely provide such notice and a contemporaneous statement of damages shall constitute a waiver by the Contractor of any claim for additional compensation or for mitigation of Liquidated Damages.
- 8.1.2. In every such written claim filed in accordance with paragraph GC 8.1.1, the Contractor shall provide the following information to permit evaluation of the request for equitable adjustment of the Contract.
 - 8.1.2.1. Nature and amount of the claim, which the Contractor shall certify before a notary public is a fair and accurate assessment of the damages suffered by the Contractor;
 - 8.1.2.2. Identification of persons, entities and events responsible for the claim;
 - 8.1.2.3. Activities on the Construction Schedule affected by the claim or new activities created by any delay, interference, hindrance or disruption and the relationship with existing activities;
 - 8.1.2.4. Anticipated duration of any delay, interference, hindrance or disruption;
 - 8.1.2.5. Recommended action to avoid or minimize any future delay, interference hindrance or disruption.
- 8.1.3. The Contractor shall promptly provide any additional information requested by the Construction Manager or the Architect.

8.2. JOB SITE DISPUTE RESOLUTION PROCEDURE

- 8.2.1. To avoid or minimize the filing of requests for equitable adjustment of the Contract, the Contractor and the Construction Manager, with the assistance of the Architect, shall endeavor to timely and proactively identify, address and resolve matters involving persons, entities or events which may give rise to a request for equitable adjustment of the Contract.
- 8.2.2. The Construction Manager, with the assistance of the Architect, shall within 30 days of receipt of a request for equitable adjustment of the Contract filed pursuant to paragraph GC 8.1.1, schedule a meeting with the Contractor.

- 8.2.3. If no agreement can be reached between the Contractor, the Construction Manager, the Architect and the Tulalip Tribes of Washington, the Construction Manager shall provide a written recommendation about a Change Order for the request pursuant to paragraph GC 7.2.3. If the parties agree with the recommendation of the Construction Manager, they shall enter into a Change Order; otherwise, they shall proceed with the dispute resolution process set forth in paragraph GC 8.3.

8.3. DISPUTE RESOLUTION

- 8.3.1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement may be submitted to a mediator selected by both parties for mediation, and only if the matter is not resolved through mediation, then it may be submitted for final and binding arbitration.

8.3.2. MEDIATION PREFERRED

- 8.3.2.1. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration with the other party at any time following the initial mediation session. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

8.3.3. BINDING ARBITRATION

- 8.3.3.1. Any dispute, claim or controversy arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration before a single arbitrator agreed upon by both parties in accordance with the laws of the Tulalip Tribes. The arbitration shall be administered by the arbitrator pursuant to [JAMS Streamlined Arbitration Rules and Procedures \(effective March 26, 2007\)](#). The arbitrator's decision is final and judgment on the award may be entered and enforced by Tribal Court.
- 8.3.3.2. The arbitrator shall, in the Award, allocate all of the costs of the arbitration (and the mediation, if applicable), including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.
- 8.3.4. The parties agree that all mediation or arbitration proceedings shall take place within the exterior boundaries of the Tulalip Reservation.
- 8.3.5. This agreement shall not preclude parties from seeking provisional remedies in aid of arbitration from Tribal Court. This agreement is not a waiver of the Tribes' sovereign immunity.
- 8.3.6. The provisions of this paragraph GC 8.3 may be enforced by Tribal Court and the successful party shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered in accordance with tribal law.
- 8.3.7. If, at any time, any of the provisions of this Contract (including, but not limited to, any Attachments, Addendums or Attachments) or the JAMS Streamlined Arbitration Rules and Procedures conflict with the terms of this dispute resolution agreement, the terms of this dispute resolution agreement shall govern.

8.4. PERFORMANCE AND PAYMENT

- 8.4.1. The Contractor shall proceed with performance of the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Tulalip Tribes of Washington in writing. The Tulalip Tribes of Washington shall continue to make payment in accordance with the Contract Documents pending final resolution of a request for equitable adjustment of the Contract.

ARTICLE 9 – CONTRACTOR PAYMENT

9.1. CONTRACT COST BREAKDOWN

- 9.1.1. The Contractor shall submit to the Construction Manager, a full, accurate and detailed estimate (the "Contract Cost Breakdown") of the various kinds of labor to be performed and material to be furnished, with separate amounts shown for labor and materials for each branch of Work, following the preferred titles and sequences of Sections of Construction Specifications Institute (CSI) format used in developing the Specifications.
- 9.1.2. The grand total shown on the Contract Cost Breakdown must equal the total Contract price. The Tulalip Tribes of Washington reserves the right to use the approved Contract Cost Breakdown to determine the cost or credit to the Tulalip Tribes of Washington resulting from any change in the Work.
 - 9.1.2.1. The first item should be actual cost of Bond, insurance, permits and tests required for the Project.
 - 9.1.2.2. The amounts for labor and material shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit, but shall be included in the totals for labor and materials.
 - 9.1.2.3. Whenever the material allocation exceeds 55 percent of the Contract price, the Contractor shall provide, upon request, sufficient information to support such higher percentage.
 - 9.1.2.4. When more than one (1) major structure is included in the Contract, the Contract Cost Breakdown shall be subdivided accordingly if requested by the Construction Manager, with cost details for each structure shown separately.
 - 9.1.2.5. Unless otherwise specified in the Contract Documents, mechanical and electrical contractors shall include separate line items for all major pieces of equipment and group smaller equipment items by type.
 - 9.1.2.6. A line item shall be included for Punch List Work, regular clean-up and final cleaning, Project Record Document Submittals, delivery of attic stock and specified training.
 - 9.1.2.7. Refer to Section 01370 – CONTRACT COST BREAKDOWN for identification of additional line items and responsibilities associated with the Contract Cost Breakdown.
- 9.1.3. The Contract Cost Breakdown will be returned to the Contractor for resubmittal if it does not meet the requirements or contains insufficient items or details of the Work.
- 9.1.4. No payment will be made without an approved Contract Cost Breakdown.

9.2. APPLICATION FOR PAYMENT

- 9.2.1. The Contractor shall submit monthly to the Construction Manager an itemized Application for Payment for Work performed based upon the Contract Cost Breakdown.
- 9.2.1.1. Prior to the submission of a formal Application for Payment the Contractor shall submit a pencil copy to the Construction Manager for review.
- 9.2.1.2. The Construction Manager shall review the pencil copy of the Application for Payment and advise the Contractor of any required adjustments within five (5) working days of receipt. Failure of the Construction Manager to notify the Contractor of any required adjustments within five (5) working days of receipt shall constitute notice that the Construction Manager has no objection to the pencil copy of the Application for Payment.
- 9.2.1.3. If a pencil copy of the Application for Payment is adjusted or disapproved by the Construction Manager, the Contractor shall promptly correct the deficiencies and submit an amended and clean version of the Application for Payment to the Construction Manager for processing for payment. Only an unmarked and clean version of the Application for Payment will be processed for payment by the Tulalip Tribes of Washington.
- 9.2.1.4. The Application for Payment shall be supported by data substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the Construction Manager or the Architect may request in connection with each Application for Payment.
- 9.2.1.5. The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.
- 9.2.1.6. The Tulalip Tribes of Washington reserves the right to require notarized payrolls for labor costs and notarized invoices for material costs and reserve the right to audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.
- 9.2.1.7. The Contractor shall execute and submit an interim waiver and release of claims affidavit with each Application for Payment to certify that the Contractor has paid all Subcontractors, Material Suppliers and laborers in full for all Work performed or materials furnished for the Project.

- 9.2.2. The Contractor warrants and agrees that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work, whether completed or under construction.
- 9.2.3. Each Application for Payment shall act as a representation and certification by the Contractor that: (i) Contractor and all subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any claim in respect of the Work except for any claim that Contractor has provided written notice to Owner about such claim; and (iii) waivers and releases from all first and second tier subcontractors, and from all suppliers, vendors and materialmen have been obtained in such form as to constitute an effective waiver and release of all known claims except for any claim that Contractor has provided written notice to Owner about such claim. Contractor shall require in its contracts with subcontractors and suppliers appropriate support documentation for the payment applications. The Contractor shall provide all applicable conditional waivers or releases within sixty (60) days after each approved pay request. Further, the Contractor shall provide all applicable unconditional releases within forty-five (45) days after payment of the approved final pay request.
- 9.2.4. Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- 9.2.5. Payment of an approved Application for Payment shall be made within 30 days from the date of approval by the Construction Manager, the Tulalip Tribes of Washington and the Architect.
- 9.2.5.1. The Tulalip Tribes of Washington reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.
- 9.2.6. The amount of Liquidated Damages to which the Tulalip Tribes of Washington is apparently entitled under the Contract Documents may be deducted from any Application for Payment.

9.3. LABOR PAYMENTS

- 9.3.1. Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 90 percent of the amount invoiced through the Application for Payment.

9.4. MATERIAL PAYMENTS

- 9.4.1. The Tulalip Tribes of Washington shall pay to the Contractor a sum at the rate of 90 percent of the invoice cost, not to exceed the bid amount in a Unit Price or lump sum Contract, for material delivered on the site of the Project, or other point in the vicinity of the Project, or other storage site approved by the Construction Manager, provided the Contractor provides the following information with the Application for Payment:

- 9.4.1.1. A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.
- 9.4.1.2. A certification of materials stored off site, prepared by the Contractor and signed by the Construction Manager and the Architect to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. All costs incurred by the Construction Manager or the Architect to visit a storage site, other than the areas adjacent to the Project, shall be paid by the Contractor.
- 9.4.1.3. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Tulalip Tribes of Washington to establish the Tulalip Tribes of Washington's title to such materials and equipment or otherwise protect the Tulalip Tribes of Washington's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site at no additional cost to the Tulalip Tribes of Washington. Conditions precedent to the Tulalip Tribes of Washington paying for on or off site stored materials shall be as follows:
- 9.4.1.3.1. For materials stored on-site, (i) Bill of Sale transferring title and ownership of material(s) or equipment to the Tulalip Tribes of Washington; (ii) detailed listing of all stored material(s) or equipment; and (iii) stored material(s) or equipment shall be segregated from other material(s) or equipment.
- 9.4.1.3.2. For materials stored off-site, (i) certificate of insurance for full replacement value of material being stored against fire, loss, damage or theft; and (ii) comply with all requirements for material(s) or equipment stored on site under subparagraph 9.4.1.3.1.

- 9.4.1.3.3. The Contractor shall only be reimbursed by the Tulalip Tribes of Washington for actual invoice cost of material(s) or equipment being stored, regardless of location.
- 9.4.2. The balance of such invoiced cost shall be paid when such material is incorporated into and becomes a part of the Project.
- 9.4.3. When payment is allowed on account of material delivered on or off site of the Project or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated in the Project, such material shall become the property of the Tulalip Tribes of Washington, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at the Contractor's expense.
- 9.4.4. Completed line items concealed, underground and buried and not subject to final Punch List may be paid for at the rate of 100 percent. Completed line items subject to final Punch List requiring testing or start-up shall be paid at the rate of 90 percent.

9.5. RETAINAGE

- 9.5.1. When the major portion of the Project is occupied or in use, and there exists no other reason to withhold retainage, including without limitation, compliance with GC Article 11, the retainage withheld in connection with such Work or portion of Work may, upon request of the Contractor, be released and paid to the Contractor, withholding only that amount necessary to assure completion, in the discretion of the Tulalip Tribes of Washington.
 - 9.5.1.1. Any reduction or release of retainage, or portion thereof, shall not be a waiver of the Tulalip Tribes of Washington's right to retainage in connection with other payments to the Contractor, or any other right or remedy the Tulalip Tribes of Washington have under the Contract Documents and or applicable law.
 - 9.5.1.2. Funds not previously paid shall be released to the Contractor within 30 days of approval of a final Application for Payment by the Tulalip Tribes of Washington and execution of the certificate of Contract Completion by the Architect, the Construction Manager and the Tulalip Tribes of Washington.
- 9.5.2. Upon written consent by the Contractor's Surety, the Tulalip Tribes of Washington may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including without limitation, the following:
 - 9.5.2.1. Completion of the Work;
 - 9.5.2.2. All interference, disruption, hindrance and delay claims;

9.5.2.3. All Liquidated Damages; and

9.5.2.4. All additional expenses incurred by the Tulalip Tribes of Washington.

9.6. PAYMENTS WITHHELD

9.6.1. The Architect and the Construction Manager shall have the authority to recommend to the Tulalip Tribes of Washington that payments be withheld from, or Liquidated Damages be assessed against and withheld from, a Contractor's Application for Payment, stating the reasons for such recommendation.

9.6.2. The Tulalip Tribes of Washington reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary to protect the Tulalip Tribes of Washington from loss because of:

9.6.2.1. The Contractor's failure to comply with the Contract Documents, including, without limitation, Defective Work not remedied;

9.6.2.2. Damage caused by the Contractor; and or

9.6.2.3. Liquidated Damages.

9.6.3. If the basis for withholding payment pursuant to paragraph GC 9.6.2 is removed, payment shall be made for amounts withheld because of them.

9.6.4. Whenever the Tulalip Tribes of Washington receives a Claim Affidavit, the Tulalip Tribes of Washington shall detain the stated amount from the Contractor's subsequent Application for Payment unless the Contractor provides a release and waiver of claim affidavit with the Application for Payment.

9.6.4.1. The release and waiver of claim affidavit shall be executed by the person or entity supplying labor, materials or services on a Project, which has or may have a right of claim against the Contractor's proceeds.

9.6.4.2. If the Tulalip Tribes of Washington detains an amount as set forth above, such action shall not be construed as conferring any right on such Subcontractor or Material Supplier, nor as enlarging or altering the application or effect of the existing claim.

9.7. FINAL APPLICATION FOR PAYMENT

- 9.7.1. The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required pursuant to paragraph GC 11.1.1 for approval by the Construction Manager and the Architect.
 - 9.7.1.1. The Contractor shall execute a final waiver and release of claims affidavit to certify that the Contractor has paid all Subcontractors, Suppliers and laborers in full for all Work performed or materials furnished for the Project.
- 9.7.2. Payment of the final Application for Payment shall be made within 30 days from the date of approval by the Construction Manager, the Tulalip Tribes of Washington and the Architect.
- 9.7.3. The making of final payment by the Tulalip Tribes of Washington shall constitute a waiver of all claims by the Tulalip Tribes of Washington except those arising after Contract Completion including, without limitation, the following:
 - 9.7.3.1. Defective or nonconforming Work resulting from latent defects, fraud or gross mistakes;
 - 9.7.3.2. Outstanding claims; and or
 - 9.7.3.3. Failure of the Contractor to comply with any Warranties required by the Contract Documents.
- 9.7.4. The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the Tulalip Tribes of Washington except those that the Contractor has previously made in writing in accordance with GC Article 8 and which remain unsettled at the time of final payment.
- 9.7.5. Notwithstanding anything to the contrary under paragraph GC 9.7.1, final payment shall not become due and payable to Contractor until Contractor has delivered to Owner all close-out related documentation and a final release and waiver of claims affidavit, conditioned only by receipt of final payment and listing of claims previously made by Contractor in writing and identified by Contractor as unsettled at the time of final Application for Payment.

ARTICLE 10 – FINAL INSPECTION AND ACCEPTANCE

10.1. CONTRACTOR’S PUNCH LIST

- 10.1.1. When the Work, or designated portion thereof, is near completion, the Contractor shall prepare a list of all deficient items remaining on the Work or the designated portion thereof (the “Contractor's Punch List”).
- 10.1.2. The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that the deficient items have been corrected by signing said Punch List.
- 10.1.3. The Contractor shall submit the signed Contractor's Punch list to the Construction Manager and the Architect, together with a request for a Final Inspection of the Work.

10.2. ARCHITECT’S PUNCH LIST

- 10.2.1. The Architect and the Construction Manager shall, within seven (7) days of receipt of the request for Final Inspection, notify the Contractor of acceptance or rejection of the request for Final Inspection, stating reasons for any rejection.
- 10.2.2. Upon acceptance of the Contractor's request, the Architect and the Construction Manager shall conduct the Final Inspection to determine whether the Work, or designated portion thereof, is in conformity with the Contract Documents. The Construction Manager shall notify the Contractor, the Architect and the Tulalip Tribes of Washington of the scheduled time of the Final Inspection.
- 10.2.3. Within three (3) days of the Final Inspection, the Construction Manager shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list of such items shall be known as the Architect's Punch List.

10.3. CORRECTION OF PUNCH LIST ITEMS

- 10.3.1. Within 30 days of receipt of the notice required by paragraph GC 10.2.3, the Contractor shall complete and correct all items remaining on the Architect's Punch List.
 - 10.3.1.1. If the Contractor does not complete the items on the Architect's Punch List within 30 days of receipt of the notice, the provisions of paragraph GC 5.2 may be invoked.
 - 10.3.1.2. If the Work on the Architect's Punch List cannot be completed within 30 days of receipt of the notice, the Contractor shall justify, to the reasonable satisfaction of the Construction Manager, the reasons the items cannot be so completed, and the Contractor shall propose, for approval by the Construction Manager, a time when such items will be completed.

- 10.3.1.3. Failure of the Architect or the Construction Manager to include any items on the Architect's Punch List shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.
- 10.3.1.4. If multiple inspections of items on the Architect's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by other Contractors, the Construction Manager, the Architect and the Tulalip Tribes of Washington resulting from any attendant delay.

10.4. CERTIFICATE OF CONTRACT COMPLETION

- 10.4.1. When all items on the Architect's Punch List have been corrected to the satisfaction of the Architect, the Construction Manager and the Tulalip Tribes of Washington and the provisions of paragraphs GC 11.1 to GC 11.4 have been fulfilled, the Construction Manager, with the assistance of the Architect, shall process a certificate of Contract Completion. The Tulalip Tribes of Washington reserves the right of Final Acceptance of the Project.

10.5. DEFERRED ITEMS

- 10.5.1. With the approval of the Construction Manager, when upon Final Inspection, items of Work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Tulalip Tribes of Washington agrees that a particular item need not be completed until a subsequent date, the Tulalip Tribes of Washington may release payment to the Contractor less twice the cost of completing the remaining Work as determined in the sole discretion of the Tulalip Tribes of Washington.

10.6. GUARANTEE PERIOD INSPECTION

- 10.6.1. The Contractor will attend a walk-through of the Project scheduled by the Construction Manager to occur one month prior to the expiration of the one year Guarantee provided by the Contractor. The walk-through will be attended by the Architect, the Tulalip Tribes of Washington and the Construction Manager.
- 10.6.2. The Construction Manager, with the assistance of the Architect, shall notify the Tulalip Tribes of Washington of any defects in workmanship, materials and equipment. The provisions of paragraph GC 11.3.3 shall be implemented to remedy the Defective Work.

ARTICLE 11 – CONTRACT COMPLETION

11.1. PROJECT RECORD DOCUMENT SUBMITTALS

- 11.1.1. The Contractor, as a condition precedent to execution of the certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Construction Manager for review for conformity with the requirements of the Contract Documents, then transmittal to the Architect for approval, which may include, without limitation:
 - 11.1.1.1. Certificate of Occupancy issued by the local building department;
 - 11.1.1.2. Inspection Certificates required and issued by the authority having jurisdiction, such as Plumbing, Piping Purification, Pressure Piping, Elevator, Boiler, Electrical, etc.;
 - 11.1.1.3. Letter of Approval from the Fire Marshal for fire suppression system;
 - 11.1.1.4. Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;
 - 11.1.1.5. Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;
 - 11.1.1.6. Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;
 - 11.1.1.7. An electronic copy of all Operating and Maintenance manual documentation, As-Built drawings, Warranties and Guarantees and other Contract Documents in a pdf format;
 - 11.1.1.8. Assignment to the Tulalip Tribes of Washington of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;
 - 11.1.1.9. A final waiver and release of claims affidavit to certify that the Contractor has paid all Subcontractors, Material Suppliers and laborers in full for all Work performed or materials furnished for the Project.

11.2. RECORD DRAWINGS

- 11.2.1. Upon completion of the Work, the Contractor shall organize the As-Built Drawings into manageable sets, bind the sets with durable paper cover sheets, certify to the accuracy of the As-Built Drawings by signature thereon, and deliver the As-Built Drawings to the Construction Manager. The Construction Manager shall review the As-Built Drawings and verify that, to the best of the Construction Manager's knowledge based upon the Construction Manager's observations made during the progress of the Work, the As-Built Drawings detail the actual construction of the Project.
- 11.2.2. If requested by the Tulalip Tribes of Washington, the Architect shall revise the original Drawing tracings and computer files with the information contained on the As-Built Drawings provided by the Contractor. The revised original Drawing tracings or computer files shall be labeled "Drawings of Record" and reflect the date of the Architect's revision of the As-Built Drawings.
- 11.2.3. The Tulalip Tribes of Washington may thereafter use the Record Drawings for any purpose relating to the Project including, without limitation, additions to or completion of the Project.

11.3. GUARANTEE AND WARRANTY

- 11.3.1. The Contractor shall provide a Guarantee to the Tulalip Tribes of Washington that all Work is in conformity with the Contract Documents and free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as specified in the Contract Documents. The Bond shall remain in effect until the expiration of that period unless the Contractor provides a maintenance bond satisfactory to the Tulalip Tribes of Washington in form and substance.
 - 11.3.1.1. The Guarantee time period shall commence on the date of approval of the certificate of Contract Completion by the Tulalip Tribes of Washington, unless otherwise provided in writing.
 - 11.3.1.2. The Guarantee time period for any incomplete or uncorrected Work at the time of Partial Occupancy, if any, shall commence with the date of approval of the certificate of Contract Completion by the Tulalip Tribes of Washington, unless otherwise provided in writing.
 - 11.3.1.3. The Guarantee provided in this Article shall be in addition to, and not in limitation of, any other Guarantee, Warranty or remedy provided by law or by the Contract Documents.
- 11.3.2. Any damage due to herbivores or omnivores to plant material during initial planting through the end of the first year of plant establishment shall be the sole responsibility of the Contractor to restore, correct, replant, and replace to the specified condition and to protect the plant material from future damage.

- 11.3.3. The Contractor shall, prior to installing material or equipment which is subject to a Warranty, provide a copy of the Warranty to the Construction Manager, with the assistance of the Architect, for review and approval.
- 11.3.4. If Defective Work becomes apparent within the Warranty or Guarantee period, the Tulalip Tribes of Washington shall promptly notify the Contractor in writing and provide a copy of said notice to the Architect and the Construction Manager.
 - 11.3.4.1. Within three (3) days of receipt of said notice, the Contractor shall visit the Project in the company of one or more representatives of the Tulalip Tribes of Washington to determine the extent of the Defective Work. The Contractor shall promptly repair or replace the Defective Work, including all adjacent Work damaged as a result of such Defective Work or as a result of remedying the Defective Work, whether or not such adjacent Work was originally provided by the Contractor.
 - 11.3.4.2. If the Defective Work is considered by the Tulalip Tribes of Washington to be an emergency, the Tulalip Tribes of Washington may require the Contractor to visit the Project within one (1) day of receipt of said notice.
 - 11.3.4.3. The Contractor shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the Defective Work.
- 11.3.5. If the Contractor does not promptly repair or replace Defective Work, the Tulalip Tribes of Washington may repair or replace such Defective Work and charge the cost thereof to the Contractor or the Contractor's Surety.
- 11.3.6. Work which is repaired or replaced by the Contractor shall be inspected and accepted by the Tulalip Tribes of Washington and shall be guaranteed by the Contractor for one (1) year from the date of acceptance of the corrective Work by the Tulalip Tribes of Washington.
- 11.3.7. Where Warranties from the Contractor, Material suppliers or manufacturers are limited to material only, the Contractor shall furnish Warranties to provide labor required to remove the defective work and install the replacement materials.

11.4. FINAL CLEANING

- 11.4.1. At the completion of the Work, the Contractor shall restore all property not designated for alteration by the Contract Documents to as near its original condition as practicable and clean the site of all waste materials and rubbish attributable to the Work, including without limitation:
 - 11.4.1.1. Replace chipped, scratched or broken glass or other damaged transparent materials;

- 11.4.1.2. Remove excess glazing or caulking compound, and other substances that are noticeable vision-obscuring materials;
- 11.4.1.3. Remove labels that are not permanent, remove marks, stains and soiled spots from finished surfaces;
- 11.4.1.4. Remove marks, stains, paint droppings and other blemishes and leave in polished condition all equipment and material with exposed finished surfaces;
- 11.4.1.5. Clean exposed exterior and interior hard-surfaced finishes;
- 11.4.1.6. Sweep paved areas broom clean, rake grounds that are neither paved nor planted to an even-textured surface, and broom clean concrete floors;
- 11.4.1.7. Clean washable air filters or replace all air filters at the Project;
- 11.4.1.8. Remove all waste materials and rubbish from any roof surface and clean any roof drains;
- 11.4.1.9. Remove any temporary controls required pursuant to the storm water pollution prevention plan and permit.
- 11.4.1.10. Remove any debris or property of the Contractor.
- 11.4.2. At the completion of the Project, the Contractor shall clean all light fixtures, which includes, without limitation, removing bugs, debris, stains, rust and dirt, and replacing any burned out or substantially diminished light bulbs.
- 11.4.3. If any Work is performed after a final cleaning by the Contractor, the Contractor responsible for such Work shall clean any affected area again as provided above.
- 11.4.4. Final cleaning shall be done to the reasonable satisfaction of the Architect, the Construction Manager and the Tulalip Tribes of Washington.
 - 11.4.4.1. If the Contractor fails to clean up at completion of the Work, the provision of paragraph GC 5.2 may be invoked.
 - 11.4.4.2. If a dispute arises among Contractors as to responsibility for final cleaning, the Construction Manager may authorize another Contractor, or engage a qualified cleaning company, to perform the clean up, and deduct the cost from amounts due to those Contractors responsible as the Construction Manager recommends and the Tulalip Tribes of Washington determines to be appropriate. The decision of the Tulalip Tribes of Washington on the responsibility for such cost shall be final.

ARTICLE 12 – INSURANCE

12.1. CONTRACTOR'S LIABILITY INSURANCE

- 12.1.1. The Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes of Washington 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.
- 12.1.2. 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.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 10,000	Medical Payments
\$1,000,000	Employer's Liability

Policy Limits – Business Automobile Liability

\$1,000,000	Combined Single Limit
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- 12.1.2.1. Contracts exceeding the amount of \$5 million or those deemed to be a higher construction hazard may require coverage in an amount to be determined by the Tulalip Tribes of Washington and identified in the Special Conditions, but in no case less than \$5 million general aggregate and per occurrence.
- 12.1.2.2. Such policies shall be endorsed to provide that the General Aggregate Limit applies per project.
- 12.1.2.3. There shall be no residential construction or subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Tulalip Tribes of Washington.
- 12.1.3. Professional Liability Insurance.

- 12.1.3.1. Consultant shall maintain a policy of professional liability insurance protecting it against claims arising out of the negligent acts, errors or omissions of Consultant in the amount of not less than \$2,000,000; provided, however, Contractor may require Consultant to obtain additional professional liability insurance on a per project basis.
- 12.1.3.2. Contractor shall maintain a policy of professional liability insurance protecting it against claims arising out of the negligent acts, errors or omissions of the Contractor in the amount of not less than \$2,000,000 on a per project basis on Design-Build Work performed by Contractor.
- 12.1.4. Pollution Liability Insurance.
 - 12.1.4.1. The Contractor shall maintain a policy of pollution liability insurance in the amount of not less than \$1,000,000 per claim or \$2,000,000 annual aggregate if contaminated (hydrocarbons) or hazardous (asbestos) waste clean-up, treatment or disposal work is involved in the Contract. The Contractor shall be responsible for all requirements related to transportation and proper disposal of contaminated and or hazardous waste materials off-site.

12.2. WORKER'S COMPENSATION

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

12.3. BUILDER'S RISK

- 12.3.1. The Tulalip Tribes of Washington shall provide and maintain, during the progress of the Work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site Work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension as the Tulalip Tribes of Washington 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.
- 12.3.1.1. Incidents related to pollution and contamination are specifically excluded from the Builders Risk Insurance policy.
- 12.3.1.2. To be eligible to make a claim under the Tulalip Tribes of Washington's Builders Risk Insurance policy, Contractor shall be responsible to secure all materials stored on the project site in a secured fenced area.

12.4. INSURANCE POLICY REQUIREMENTS

- 12.4.1. Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes of Washington, the Construction Manager, the Architect and its members as primary and non-contributory additional insureds using the ISO general liability form [CG 2010 11/85 edition](#) or equivalent to include products and completed operations for all Contractors and Subcontractors work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than 30 days or 10 days in the event of cancellation for non-payment prior written notice shall be given to the Tulalip Tribes of Washington 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.
- 12.4.2. 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 and omissions on the part of Contractor and any of its Subcontractors of any tier in performing the Work, procure or cause or cause to be procured the following insurance coverage with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to Owner and shall maintain all such coverage in full force and effect through the term of this Agreement.

- 12.4.3. The Contractor, if requested, shall furnish the Tulalip Tribes of Washington 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 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.
- 12.4.4. 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 Tulalip Tribes of Washington. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.
- 12.4.5. 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.
- 12.4.6. 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 Tulalip Tribes of Washington.

12.5. WAIVERS OF SUBROGATION

- 12.5.1. The Tulalip Tribes of Washington and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Tulalip Tribes of Washington as fiduciary.

12.6. OTHER PROVISIONS

- 12.6.1. Neither the Tulalip Tribes of Washington 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.

- 12.6.2. The Tulalip Tribes of Washington and its agent, representatives and other contractors, shall have the right to occupy or cause to be occupied any area of the Work and use any piece of equipment in order to do whatever work is necessary to complete the interior of the building (to the extent that such work is not covered hereunder) to install fixtures and equipment as soon as such area or piece of equipment is sufficiently completed or installed so that such occupancy will not detrimentally interfere with the Work remaining to be performed and notwithstanding that all Work hereunder shall not have been completed at the time of such occupancy. Contractor shall coordinate the Work with the Tulalip Tribes of Washington or the Tulalip Tribes of Washington's designated agents, representatives, contractors and tenants. It is the intent of both the Tulalip Tribes of Washington and the Contractor that such occupancy before completion of Contractor's work shall not operate to cause a change in the Cost of Work or the Contract time, nor shall such occupancy or use negate any insurance required by this Agreement. The Tulalip Tribes of Washington and those holding through the Tulalip Tribes of Washington, however, will assume the risk of any damage to the Work arising out of occupancy prior to completion of the Work, and shall assume all liability for personal injuries or property damage arising out of such occupancy, and hold Contractor harmless there from, exempt damage or injury due to the negligence or the intentional act or omission of Contractor, its employees, agents, Subcontractor, Sub-subcontractors, and assigns.
- 12.6.3. Contractor shall indemnify, defend and hold the Tulalip Tribes of Washington harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Tulalip Tribes of Washington through the Construction Manager.
- 12.6.4. In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, the Tulalip Tribes of Washington 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.

ARTICLE 13 – CONTRACT TERMINATION

13.1. SUSPENSION OF THE WORK

- 13.1.1. The Tulalip Tribes of Washington may order the Contractor in writing to suspend, delay or interrupt the performance of Work in whole or in part for such period of time as the Tulalip Tribes of Washington may determine. The Tulalip Tribes of Washington shall provide notice to the Contractor's Surety of any suspension ordered pursuant to this Article.
 - 13.1.1.1. In case of such suspension, delay or interruption, an extension of time, if appropriate, will be allowed as provided in the Contract Documents but no payment will be made to the Contractor for any expense or damages resulting therefrom.
- 13.1.2. The Contractor, upon receipt of notice of suspension, delay or interruption, shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize costs with respect thereto. The Contractor, through the Construction Manager, shall furnish a report to the Tulalip Tribes of Washington, within five (5) days of receipt of the notice of suspension, describing the status of the Work, including without limitation, results accomplished, conclusions resulting therefrom, and such other information as the Tulalip Tribes of Washington may require.
- 13.1.3. In the event of suspension, delay or interruption under this Article, the Contractor shall be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, delay or interruption, which shall be payable based upon the Contract Cost Breakdown.

13.2. TERMINATION FOR CONVENIENCE

- 13.2.1. The Tulalip Tribes of Washington may, upon the recommendation of the Construction Manager and the Architect, at any time upon 20 days written notice to the Contractor terminate the Contract in whole or in part for the Tulalip Tribes of Washington's convenience and without cause.
- 13.2.2. Upon receipt of the notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Tulalip Tribes of Washington, proceed with performance of the following duties.
 - 13.2.2.1. Cease operation as specified in the notice;
 - 13.2.2.2. Place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Project;
 - 13.2.2.3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;

- 13.2.2.4. Proceed to complete the performance of any Work not terminated;
- 13.2.2.5. Take actions that may be necessary, or that the Tulalip Tribes of Washington may direct, for the protection and preservation of the terminated Work.
- 13.2.3. Upon such termination, the Contractor shall be paid in accordance with the Contract Cost Breakdown for Work completed, including any amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.
 - 13.2.3.1. All materials, equipment, facilities and supplies at the Project site, or stored off site, for which the Contractor has been compensated, shall become property of the Tulalip Tribes of Washington.
 - 13.2.3.2. The Contractor shall be entitled to a fair and reasonable profit for all Work performed. In no event shall the Contractor's compensation exceed the total Contract price.
 - 13.2.3.3. Any dispute as to the sum then payable to the Contractor shall be resolved in accordance with the provisions of GC Article 8 of the General Conditions.
- 13.2.4. It is understood and agreed that in the event of any termination of the Contractor by the Tulalip Tribes of Washington, whether with or without cause, the Contractor shall not have a claim for other damages, loss profits on future work or penalties.

13.3. TERMINATION FOR CAUSE

- 13.3.1. If the Tulalip Tribes of Washington determines, upon the recommendation of the Construction Manager and the Architect that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work or has otherwise failed to comply with the requirements of the Contract Documents, the Tulalip Tribes of Washington shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.
- 13.3.2. If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the Tulalip Tribes of Washington may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

- 13.3.3. If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within ten (10) days of the date on which the Contract was terminated, the Tulalip Tribes of Washington may complete the Work by such means as the Tulalip Tribes of Washington deems appropriate. The Tulalip Tribes of Washington may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the Contractor has been paid.
- 13.3.4. If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the Tulalip Tribes of Washington completes the Work and if the cost of completing the Work exceeds the balance of the Contract price, including compensation for all direct and consequential damages incurred by the Tulalip Tribes of Washington as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.
- 13.3.5. If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the Tulalip Tribes of Washington to complete the Work.
- 13.3.6. It is understood and agreed that in the event of any termination of the Contractor by the Tulalip Tribes of Washington, whether with or without cause, the Contractor shall not have a claim for other damages, loss profits on future work or penalties.

13.4. CONTRACTOR BANKRUPTCY

- 13.4.1. If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Tulalip Tribes of Washington shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract.
- 13.4.1.1. Upon a final determination, either by a court or by arbitrators having jurisdiction, that the termination pursuant to paragraph GC 13.4.1 was improper, the termination will be deemed to be a termination for convenience.
- 13.4.1.2. The Contractor's sole remedy for a wrongful declaration of default by the Tulalip Tribes of Washington shall be limited to recovery of profit on Work completed prior to such declaration.

ARTICLE 14 – SHOP DRAWINGS AND SAMPLES

14.1. DESCRIPTION

- 14.1.1. Shop Drawings, Samples and other submittals shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Drawings and Specifications, unless waived by the Architect or the Construction Manager, and shall include, without limitation:
 - 14.1.1.1. Construction of the various parts, method of joinery, type of material, grade, quality and thickness of material, alloy of material, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, type and grade of finish.
 - 14.1.1.2. Capacities, types of materials and performance charts that are pertinent to the materials and performance charts that are pertinent to the equipment item. Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

14.2. FORM OF SUBMITTALS

- 14.2.1. The Contractor shall provide a submittal letter and shall stamp “approved” and submit the Shop Drawings, Samples or other submittals to the Architect and the Construction Manager, in accordance with a schedule established by the Architect, the Construction Manager and the Contractor.
 - 14.2.1.1. Unless otherwise specified in the Contract Documents, the Contractor shall submit five (5) prints of all Shop Drawings and seven (7) copies of any other submittals.
 - 14.2.1.2. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Architect the materials and equipment which the Contractor proposes to provide.
 - 14.2.1.3. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and other uses as the Architect may require to enable the Architect to intelligently review the submittal.
 - 14.2.1.4. Contractors shall submit all Contract required submittals and receive approval from the Architect in a timely manner so as not to adversely impact the Contract completion schedule. Contractors shall allow for resubmission and lead time for equipment procurement in order to meet all Contract and milestone completion dates.

14.3. VARIATION FROM CONTRACT DOCUMENTS

- 14.3.1. If the Shop Drawings, Samples or other submittals show variations from the requirements of the Contract Documents, the Contractor shall make specific mention of such variations in the Contractor's letter of submittal to the Architect.
 - 14.3.1.1. If the variation is acceptable to the Architect, the Architect shall recommend acceptance of the variation to the Tulalip Tribes of Washington, through the Construction Manager, in writing. Upon written approval of the Tulalip Tribes of Washington, the variation shall be incorporated into the Contract Documents.
 - 14.3.1.2. The Contractor shall not be relieved of any responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Samples or other submittals.

14.4. CONTRACTOR'S REVIEW

- 14.4.1. All Shop Drawings, Samples and other submittals shall be reviewed and stamped "approved" by the Contractor prior to submittal to the Architect and the Construction Manager. If it is apparent to the Architect or the Construction Manager that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Architect or the Construction Manager shall reject the submittals.
 - 14.4.1.1. Correction of dimensions, location of various items, encroachments of Work of other Contractors or variations from the requirements of the Contract Documents shall be made or corrected by the Contractor.
 - 14.4.1.2. If required by the Contract Documents or applicable law, the Contractor shall have the Shop Drawings or other submittals prepared by persons and entities possessing expertise and experience in an appropriate trade or profession or by a licensed architect, engineer or other professional.

14.5. ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- 14.5.1. The Construction Manager and the Architect shall review and approve or disapprove Shop Drawings, Samples or other submittals within 15 days of receipt or in accordance with the approved submittal schedule or such other period of time as is mutually agreed by the Construction Manager, the Architect and the Contractor.
 - 14.5.1.1. The Contractor shall make any corrections required by the Architect and the Construction Manager and shall resubmit the required number of corrected copies of Shop Drawings, Samples or other submittals until approved, which resubmission shall be acted upon by the Architect and the Construction Manager with 15 days of receipt or such other period of time as is mutually agreed by the Architect, the Construction Manager and the Contractor.

- 14.5.1.2. When resubmitting submittals, the Contractor shall direct the Architect's and Construction Manager's attention to any revisions made by noting such revisions on the resubmitted submittal.
- 14.5.1.3. All costs incurred by the Architect and the Construction Manager due to the failure of the initial submittal to meet the requirements of the Contract Documents, or in reviewing resubmittals of resubmittals or by the Tulalip Tribes of Washington for attendant delay, interference, hindrance or disruption of the Project shall be paid by the Contractor.

14.6. RISK OF NONPAYMENT

- 14.6.1. No portion of the Work requiring a Shop Drawing, Sample or other submittal shall be commenced until the submittal has been approved by the Architect. Any Work commenced by the Contractor prior to final approval of the Shop Drawings, Sample or other submittal by the Architect shall be performed by the Contractor under risk that no payment will be approved or made by the Tulalip Tribes of Washington for such Work.

14.7. SCOPE OF ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- 14.7.1. The Architect's review and approval of Shop Drawings, Samples and other submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.
 - 14.7.1.1. Neither the Architect's review and approval, nor any review by the Construction Manager, shall extend to means, methods, techniques, sequences, procedures of construction or to safety precautions or programs incident thereto.
 - 14.7.1.2. The Architect's review and approval of a separate item will not indicate approval of the assembly in which the item functions.

ARTICLE 15 – SUBCONTRACTORS AND MATERIAL SUPPLIERS

15.1. TULALP TRIBES OF WASHINGTON’S APPROVAL OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

15.1.1. Within ten (10) days of the Notice to Proceed, the Contractor shall list the Contractor's proposed Subcontractors and Material Suppliers and submit such lists to the Construction Manager, for the review and approval by the Tulalip Tribes of Washington.

15.1.1.1. The Tulalip Tribes of Washington reserve the right to reject any Subcontractor or Material Supplier. Failure of the Construction Manager to notify the Contractor of rejection within ten (10) days of receipt of the list shall constitute notice that the Tulalip Tribes of Washington has no objection.

15.1.1.2. If the Tulalip Tribes of Washington rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier at no additional cost to the Tulalip Tribes of Washington.

15.2. REPLACEMENT

15.2.1. The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without written approval of the Tulalip Tribes of Washington.

15.2.2. The Contractor shall submit to the Construction Manager, a written justification for the change of the Contractor's Subcontractors or Material Suppliers.

15.3. CONTRACTOR’S RESPONSIBILITY

15.3.1. The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and Material Suppliers and shall be responsible for scheduling and coordinating the Work of the Contractor's Subcontractors and Material Suppliers with the Construction Manager.

15.3.1.1. Interference, disruption, hindrance or delay attributable to the Contractor's Subcontractors or Material Suppliers shall be deemed to be interference, disruption, hindrance or delay within the control and responsibility of the Contractor.

15.3.1.2. The Contractor shall require that each of the Contractor's Subcontractors have a competent supervisor at the Project whenever Work is being performed by the Subcontractor.

- 15.3.1.3. The Contractor agrees to bind the Contractor's Subcontractors and Material Suppliers to the terms of the Contract Documents, so far as applicable to the Work of such Subcontractors or Material Suppliers and shall not agree to any provisions which seek to bind the Tulalip Tribes of Washington to terms inconsistent with or at variance from the terms of the Contract Documents.

15.4. WARRANTY AND GUARANTEE

- 15.4.1. The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Tulalip Tribes of Washington, the effectiveness, fitness for the purpose intended, quality and merchantability of any Work performed or item provided or installed by such Subcontractor or Material Supplier.

15.5. PROMPT PAYMENT

- 15.5.1. If a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Application for Payment, the Contractor shall pay within ten (10) days after receipt of payment from the Tulalip Tribes of Washington:
- 15.5.1.1. To a Subcontractor an amount equal to percent of completion allowed by the Tulalip Tribes of Washington for the Subcontractor's Work,
- 15.5.1.2. To a Material Supplier an amount equal to percent of completion allowed by the Tulalip Tribes of Washington for the Material Supplier's request for materials furnished.
- 15.5.2. The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to paragraph GC 15.5.1 by an amount necessary to resolve disputed claims involving the Work of the Subcontractor or Material Supplier.

15.6. CLAIM AFFIDAVIT

- 15.6.1. In order to establish claim rights, Subcontractors and Material Suppliers not in privity of contract with the Contractor must serve a notice of furnishing on the Contractor whose contract is the contract under which the Subcontractor or Material Supplier is performing.
- 15.6.1.1. The notice of furnishing must be served upon the Contractor within 21 days of performing the Work or furnishing the materials.
- 15.6.1.2. Subcontractors and Material Suppliers not in privity of contract with the Contractor must, at the time of filing a Claim Affidavit with the Tulalip Tribes of Washington's representative, provide a copy of the notice of furnishing and proof that it was received by the Contractor.

- 15.6.2. In order to establish claim rights, a claimant must file a Claim Affidavit with the Tulalip Tribes of Washington's representative, within 120 days from the date of the last Work or furnishing of materials.
- 15.6.2.1. In order to receive priority over similar claims, the claimant must file a copy of the claim with the appropriate Tulalip Tribes of Washington's representative within 30 days of serving the Construction Manager.
- 15.6.2.2. All claimants who serve the Construction Manager, and file with the appropriate Tulalip Tribes of Washington's representative within 30 days, have no priority among themselves and share in the funds prorata.
- 15.6.2.3. Claimants who file with the Construction Manager, but not with the appropriate Tulalip Tribes of Washington's representative, are paid only if there are sufficient funds left after paying those claimants who file with the appropriate Tulalip Tribes of Washington's representative.
- 15.6.3 The Tulalip Tribes of Washington shall notify the Contractor of the receipt of the claim within five (5) days of receiving the Claim Affidavit. A copy of the Claim Affidavit and a statement advising the Contractor of the Contractor's right to dispute the claim will accompany the notice.
- 15.6.2.4. The Contractor shall have 20 days to dispute said claim.
- 15.6.2.5. If the Contractor does not notify the Tulalip Tribes of Washington in writing of an intention to dispute the claim within 20 days after receipt of the Claim Affidavit, the Contractor is deemed to have assented to its correctness.
- 15.6.3. The Tulalip Tribes of Washington shall detain the amount stated in the Claim Affidavit from subsequent Applications for Payment when such amounts are otherwise due to the Contractor and deposit said amount in an escrow account.
- 15.6.3.1. The escrow agent shall hold the deposit and any interest earned thereon until receipt of notice from the Tulalip Tribes of Washington specifying an amount to be released and the person to whom the amount is to be released.
- 15.6.3.2. The Tulalip Tribes of Washington reserves the right to pay a Claim Affidavit which is not timely disputed.

15.7. CLAIMS AGAINST THE BOND

- 15.7.1. Laborers, Subcontractors or Material Suppliers who have furnished or delivered labor or materials to the Project may, at any time after performing the labor or delivering the materials, but not later than 90 days after the Final Acceptance of the Work, or applicable portion thereof by the Tulalip Tribes of Washington, furnish the Surety a statement of the amount due.
- 15.7.2. After furnishing the statement, laborers, Subcontractors or Material Suppliers must wait 60 days to bring a suit for the amount due. If the Surety has not paid the claim at the expiration of 60 days, laborers, Subcontractors or Material Suppliers may bring suit for amounts not paid, but must bring the suit within one (1) year of the Final Acceptance of the Work, or applicable portion thereof, by the Tulalip Tribes of Washington.

ARTICLE 16 – INDEMNIFICATION

16.1. INDEMNIFICATION FOR INJURY OR DAMAGE

- 16.1.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Tulalip Tribes of Washington, the Construction Manager and the Architect, Architect's consultants, their respective officers, members, officials, consultants, agents representatives and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the Work.
 - 16.1.1.1. In the event of any such injury, including death, or loss or damage, or claims therefor, the Contractor shall give prompt notice thereof to the Tulalip Tribes of Washington.
- 16.1.2. The indemnification obligations of the Contractor under paragraph GC 16.1.1 shall not extend to the liability of the Architect, the Architect's consultants, agents or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the Architect, except to the extent covered by the Contractor's insurance.
- 16.1.3. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) the Contractor or its officers, employees or agents and (b) the Tulalip Tribes of Washington, its officers, employees or agents, this indemnity provision shall be enforceable only to the extent of the negligence of the Contractor, its officers, employees, or agents.
- 16.1.4. Without limiting the generality of the foregoing, the Contractor shall indemnify, defend and hold the Tulalip Tribes of Washington and the Construction Manager harmless from and against claims, losses, damages and expenses (including attorneys' fees) arising out of or related to allegations, claims or public claims by Subcontractors and Material Suppliers for non-payment. Contractor expressly waives its immunity under RCW Title 51 as to Owner.

- 16.1.5. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

OWNER AND CONTRACTOR ACKNOWLEDGE THAT THIS INDEMNITY PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED TO BY THE PARTIES. The provisions under paragraph GC 16.1 shall be included in all Contractor lower-tier subcontracts. Notwithstanding anything to the contrary in the foregoing, Contractor shall promptly notify the Tulalip Tribes of Washington in writing of all accidents involving serious injuries to or death of persons or damage to or loss of property occurring in connection with the Work.

Contractor's Initials: _____ Date Initialed: _____, 20____

The Tulalip Tribes of Washington's Initials: _____ Date Initialed: _____, 20____

16.2. INDEMNIFICATION FOR PATENT OR COPYRIGHT USE

- 16.2.1. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Tulalip Tribes of Washington, the Construction Manager and the Architect, their respective members, officials, officers, consultants, agents representatives and employees, in both individual and official capacities from and against all claims, damages, losses and expenses arising out of the Contractor's infringement of patent rights or copyrights.

ARTICLE 17 – AUDITS AND RECORDS

17.1. EXAMINATION

- 17.1.1. The Tulalip Tribes of Washington shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work, including without limitation, related to any Proposals and request for equitable adjustment of the Contract.
- 17.1.2. The right of inspection, audit and reproduction shall extend to all documents necessary to permit intelligent evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- 17.1.3. The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of acceptance of the Project by the Tulalip Tribes of Washington.
- 17.1.4. To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Tulalip Tribes of Washington in writing that any documents copied by the Tulalip Tribes of Washington are trade secrets, the Tulalip Tribes of Washington shall treat such documents as trade secrets of the Contractor, Subcontractor or Materials Supplier, as applicable. In the event any dispute arises with any other person about whether such other persons should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Tulalip Tribes of Washington against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

17.2. TERMINATION AND DISPUTES

- 17.2.1. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Tulalip Tribes of Washington for a period of seven (7) years from the date of any applicable final settlement.
- 17.2.2. Records which relate to any dispute, litigation, or claim arising out of the performance of the Work shall be made available until such dispute, litigation or claim have been finally decided or settled.

ARTICLE 18 – MISCELLANEOUS

18.1. TAXES

- 18.1.1. The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: [65 Federal Register 13298, 13301](#) (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: [26 USC §7871](#), and Washington Administrative Code Excise Tax Rule 192 ([WAC 458-20-192](#)). A citation of this code can be viewed at the Washington State Department of Revenue’s “Doing Business in Indian Country” website at the following address <https://dor.wa.gov/taxes-rates/retail-sales-tax/doing-business-indian-country>.
- 18.1.2. Only those tangible personal property, supplies and or services which meet the following criteria are exempt from Washington State sales taxes:
- 18.1.2.1. Tangible personal property or services purchased by the Tulalip Tribes of Washington when the goods are delivered to or services provided within the exterior boundaries of the Tulalip Reservation.
- 18.1.2.2. Tangible personal property or services purchased by the Tulalip Tribes of Washington for use in treaty fishery.
- 18.1.2.3. Supplies or services purchased by prime contractors hired by the Tulalip Tribes of Washington to perform construction within the exterior boundaries of the Tulalip Reservation when the goods are delivered to or services provided within the exterior boundaries of the Tulalip Tribes of Washington.
- 18.1.2.4. The Tulalip Tribes of Washington will provide to Contractor awarded a Contract a Buyers’ Retail Sales Tax Exemption Certification exempting the Project from Washington State sales taxes that meet the criteria under paragraphs GC 18.1.2.1, GC 18.1.2.2 and GC 18.1.2.3.
- 18.1.3. The Contractor who performs work within the exterior boundaries of the Tulalip Reservation shall pay a TERO tax to the Tulalip Tribes of Washington’s Tribal Employment Rights Office (TERO) to provide revenue to operation of the Tulalip Tribes of Washington’s TERO Program as follows:

- 18.1.3.1. 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.
- 18.1.3.2. The TERO tax provided for in the Tulalip Tero Chapter 9.05 shall be paid by the Contractor / Employer or Subcontractor, prior to commencing work within the exterior boundaries of the Tulalip Reservation. However, where good cause is shown, the TERO Representative may authorize the Contractor / Employer or Subcontractor to pay the tax in installments over a course of the Contract, when:
- 18.1.3.2.1. The total annual tax exceeds \$10,000.00; or
- 18.1.3.2.2. The Contractor demonstrates hardship or other good cause.
- 18.1.3.2.3. 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.

18.2. ROYALTIES AND PATENTS

- 18.2.1. The Contractor shall pay all royalties, license fees and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.
- 18.2.2. If a particular invention, design, process, product or device is specified in the Contract Documents and if, to the knowledge of the Architect, use of the specified item is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Architect in the Contract Documents.
- 18.2.2.1. If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Construction Manager.

18.3. ASSIGNMENT OF ANTITRUST CLAIMS

- 18.3.1. By executing the Contract, the Contractor assigns, conveys and transfers to the Tulalip Tribes of Washington any right, title and interest to any claims or causes of action it may have or acquire under federal antitrust laws relating to any goods, products, or services purchased, procured or rendered to the Tulalip Tribes of Washington pursuant to the Contract.

18.4. BOND REDUCTION

- 18.4.1. Upon notice and consent of the Contractor's Surety, the Tulalip Tribes of Washington may reduce the Bond by 25 percent of the total amount of the Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, provided that all of the following conditions are met:
 - 18.4.1.1. The Tulalip Tribes of Washington determines that the percentage of Work that has been completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole or any specified portion of the Work must be completed;
 - 18.4.1.2. The Tulalip Tribes of Washington determines that no disputed claim caused by the Contractor exists or remains unresolved;
 - 18.4.1.3. The bid upon which the Contract is based was not more than ten (10) percent below the next lowest bid or not more than ten (10) percent below the cost estimate for the Work as published in the Notice to Bidders.

SCOPE OF WORK

PART 1 GENERAL

1.1. RELATED REQUIREMENTS

- 1.1.1. Drawings and general provisions of Contract, including General and Special Conditions.

1.2. DEFINITIONS

- 1.2.1. Definitions listed immediately below augment those in the general provision of Contract, including General and Special Conditions in the Project Manual for the Work.
- 1.2.2. Project Manual: The volume that includes Bidding Requirements, Contract Form, Conditions of the Contract, and Specification Divisions 1 through 16.
- 1.2.3. Scope of Work: The Work as it is to be bid in separate Prime Contracts. Where a specific item of Work is not defined, but is normally inherent to a trade or included in the scope of the applicable technical division, it shall be the responsibility of that Prime Contractor to include the Work in its bid proposal.
- 1.2.4. Substantial Completion: Stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended purpose.
- 1.2.5. The term "Site", whether or not capitalized, shall be defined as the area, or a portion thereof, within the Owner's property lines and construction limit lines as indicated on Drawings for the Project, and properties adjacent to Owner's Property Lines, affected by construction of the Project.
- 1.2.6. The pronouns "he", "his" and "him" are used for brevity and shall apply to both the males and females.
- 1.2.7. The terms "warranty" and "guaranty", or "guarantee", shall be interpreted interchangeably to describe the responsibility of a manufacturer, contractor, subcontractor or sub-subcontractor relative to the manufacture, furnishing or installation of a product or combination of products as described in each applicable section of the Specifications.
- 1.2.8. The term "clearing" means removing and disposing of all unwanted organic materials from the surface, such as trees, brush, down timber, or other natural materials.
- 1.2.9. The term "grubbing" means removing and disposing of all unwanted vegetative matter from underground, such as sod, stumps, roots, buried logs or other such debris.

- 1.2.10. The term “roadside cleanup” whether inside or outside of the stakes area, means work done to give the roadside an attractive, finished appearance.
- 1.2.11. The term “debris” means all unusable natural material produces by clearing, grubbing or roadside cleanup.

1.3. SPECIFICATION LANGUAGE

- 1.3.1. The imperative and streamlined language used in the Contract Documents is directed to the Contractors, unless specifically noted otherwise. The words "shall be" shall be included by inference where a colon (:) is used within sentences or phrases.

1.4. CONTRACT METHOD

- 1.4.1. Construct Project under separate Prime Contracts (bid packages) identified in the Bid Form and in Section 01010 – SCOPE OF WORK of Division 1.
- 1.4.2. Contractors shall be responsible for portions of the Project referenced to them, all necessary coordination, between and among all other Contractors and all portions of the Project normally associated with their trade(s), regardless of the location of such portions of the Project indicated within the Contract Documents.
- 1.4.3. Areas of prime responsibilities:
 - 1.4.3.1. Without limiting the extent of the general responsibilities stated immediately above, the Documents, as indexed in the Project Manual and on the Index Sheet of the Drawings, cover the responsibilities normally part of the Work of each Contractor. Review complete Bidding Documents for total scope of the Project.
 - 1.4.3.2. Bidding Documents, Conditions of the Contract, Contract Forms and Division 1 shall be applicable to all Subcontractors.
 - 1.4.3.3. Refer to Section 01010 - SCOPE OF WORK of Division 1.

1.5. CONTRACTOR USE OF SITE

- 1.5.1. Perform Work at site in areas permitted by law, permits, and Contract Documents.
- 1.5.2. Do not unreasonably encumber site with materials or equipment, and do not load structure with weight that will endanger structure. Storage of any materials or equipment shall be coordinated with the Construction Manager prior to delivery on-site. Materials shall be delivered to site on an as needed basis.

- 1.5.3. Assume full responsibility for protection and safekeeping of products stored on-site. Obtain and pay for use of additional storage or work areas needed for operations.
- 1.5.4. Use of site: Exclusive and complete, for execution of Work, except access for utility work or, if notified by Owner, Owner's Contractors for other than this Work or Project.
- 1.5.5. Site access: Access to the site for deliveries and operations shall be coordinated with Construction Manager and shall be performed in accordance with all local, city and county and or township requirements.
- 1.5.6. Contractors' normal working hours shall be 7:30 A.M. to 4:00 P.M Monday thru Friday. Work performed outside of these hours is possible, subject to the approval of the Construction Manager. Request by Contractor for working after hours shall be made at least 72 hours prior to requested period.

1.6. PERMITS

- 1.6.1. Refer to General and Special Conditions of Contract.
- 1.6.2. Owner will obtain the General Building Permit only for Work of this Project.
- 1.6.3. Construction Manager will keep permit set of drawings on-site.
- 1.6.4. It shall be the responsibility of all Prime Contractors to apply for, obtain and pay all costs for all other plan examinations, permits, fees and inspections which may be required by local laws, ordinances, rules and regulations for each of their respective portions of the Work.
- 1.6.5. Expedite obtaining of permits so as not to delay installation of or coordination with the Work.
- 1.6.6. File copies of all such permits and inspection certifications with the Construction Manager on-site.
- 1.6.7. Comply with all requirements of the governing building authorities for procedures to be followed in preparation for obtaining occupancy permit.

1.7. APPLICABLE STANDARDS

- 1.7.1. Code Listing: Any reference to standards of any society, institute, association, or governmental agency which is part of the referenced Building Code shall comply with the edition date published in the referenced Building Code.
- 1.7.2. Non Code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not a part of the referenced Building Code shall be the edition in effect at the time of opening of Bids, except as otherwise specifically stated in this Project Manual.

1.7.3. In case of conflict between the published standard and the Contract Documents, the latter shall govern. The repetition of or reference to any portion of a standard shall not negate unrepeated or unreferenced portions thereof.

1.7.4. No claim for additional compensation will be permitted due to failure to be fully informed of requirements of published standards referenced in the Contract Documents.

1.8. SCOPE OF WORK: Prime Contractor will perform all work as described in the construction design record drawings to include but not limited to; demolition of existing structures identified in the record drawings, removal of existing and installation of mechanical equipment, removal of existing and installation of electrical equipment, removal of existing and installation of plumbing infrastructure and fixtures, removal of existing and installation of structural as indicated on the record drawings, removal and installation of fire suppression system, interior/exterior painting to include prep work, new flooring and landscaping throughout the identified construction zone as indicated in the construction set of design drawings.

1.8.1. The following is a description of the Prime Contract Bid Packages for the Project known as “Quil Ceda Village Street Light Repair”. This section describes the work within each Bid Package as designated by the Construction Manager. Each Contractor shall cooperate and coordinate with all other Bid Package Contracts for expedient completion of this Project. Each Bid Package description identifies the scope of work to be performed by the successful bidder in the specific Bid Package.

1.8.2. Questions concerning the “SCOPE OF WORK” assignment of responsibility related to any respective Prime Contract bid package shall be directed to the Construction Manager who shall be the interpreter and be responsible for clarifying the assigned “SCOPE OF WORK.”

1.8.3. EACH CONTRACTOR IS RESPONSIBLE TO REVIEW THE COMPLETE SET OF CONTRACT DOCUMENTS TO ASSURE THAT WORK REQUIRED TO BE INSTALLED TO COMPLETE ITS PHASE OF THE WORK IS INCLUDED IN ITS PROPOSAL.

1.8.4. The following are General Requirements and or Provisions and they shall form a part of each Bid Package Description and apply to each Contractor’s Scope of Work:

- 1.8.4.1. Each Bidder shall submit their respective bid proposal based on the scope of work outlined in the respective Prime Contract Bid Package as stated herein and as required by the Contract Documents. The scope of work shall include all work indicated in the Bid Package description, contract drawings, specifications, bidding requirements, contract forms, Contract Conditions. Submitted bid proposals shall provide for all labor, materials, tools, equipment, hoisting, permits, supervision, insurance, bond, applicable taxes and all other associated items necessary to furnish and install the complete scope of work for the respective bid package as it relates to the **Quil Ceda Creek Counseling Center**. All Work shall be performed in strict accordance with the Contract Documents.
- 1.8.4.2. General requirements outlined in the Drawings; general provisions of the Contract, including General and Special Conditions; and all Division 0 and 1 Sections shall apply to all Prime Contract bid packages.
- 1.8.4.3. Collectively, the noted Prime Contract Bid Packages shall include all labor, materials, supervision, transportation, tools, equipment and services for a complete and satisfactory Project.
- 1.8.4.4. It is recommended that all Bidders should become thoroughly familiar with the site, consult records and drawings of adjacent structures and of existing utilities and their connections, and note all conditions, which may affect or influence the Work of their respective bid package. By submitting a bid, Bidder affirms they have carefully examined the site and all conditions affecting their Work. No claim for additional compensation will be allowed based upon a lack of full knowledge of existing conditions.
- 1.8.4.5. The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: [65 Federal Register 13298](#), 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: [26 USC §7871](#), and Washington Administrative Code Excise Tax Rule 192 ([WAC 458-20-192](#)). A citation of this code can be viewed at the Washington State Department of Revenue's "Doing Business in Indian Country" website at the following address <https://dor.wa.gov/taxes-rates/retail-sales-tax/doing-business-indian-country>. This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the Work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Construction Manager.
- 1.8.4.6. Once all Contracts have been awarded, there will be a mandatory partnering meeting for all Prime Contractors, Construction Manager, Architect, and Owner. All Prime Contractors shall have the on-site superintendent and project manager attend.

- 1.8.4.7. All Prime Contractors must coordinate closely with one another as well as the Construction Manager to facilitate phased construction, Owner turnover / occupancy, and start-ups as indicated in the Contract Documents.
- 1.8.4.8. All Prime Contractors shall provide a full-time supervisor on-site throughout the duration of their Work on-site. The superintendent shall be authorized to make all decisions relative to the on-site Work, and shall be the primary contact for all correspondence. Part time representatives who are not so authorized will not be permitted. Any changes in a superintendent shall be pre-approved by the Construction Manager.
- 1.8.4.9. On-site parking for Prime Contractors ONLY shall be restricted to a maximum of TWO (2) COMPANY VEHICLES or as deemed appropriate for the phase of the Project as determined by the Construction Manager.
- 1.8.4.10. Prime Contractor shall submit to the owner and Architect for review and approval, a Milestone Construction Schedule with start and completion dates.
- 1.8.4.11. In accordance with General Conditions Article 4.3 – CONSTRUCTION SCHEDULE, the Construction Manager will provide all Prime Contractors with a “proposed Construction Schedule.” It is each Prime Contractor’s responsibility to provide comments, suggestions and revisions to the Construction Manager for incorporation into the schedule. Prime Contractors shall cost load the construction schedule once the final construction schedule has been agreed to and signed-off on by all Prime Contractors.
- 1.8.4.12. Each Prime Contractor shall update their respective schedules weekly or as requested by the Construction Manager and submit it to the Construction Manager for review. Each Prime Contractor is responsible for distributing any applicable schedule to their subcontractors. Provide a 2-week look ahead schedule to the Construction Manager two (2) days prior to any scheduled weekly Project progress and or coordination meeting.
- 1.8.4.13. Each Prime Contractor shall be required to attend a weekly Project progress meeting. Each Prime Contractor shall have a project manager and a superintendent / foreman attend these meetings. The purpose of these meetings is to discuss: safety, coordination of upcoming work, material deliveries, RFI’s, submittals, schedule, etc.

- 1.8.4.14. No work shall be performed by any Contractor unless a minimum of two persons are present on-site. This is for safety reasons and refers primarily to after-hours work or weekend work when other Contractors may not be present. It is recognized that there may be times when a Contractor may only need one (1) person on-site; however, this shall only be permitted during normal working hours.
- 1.8.4.15. General Trades Prime Contractor shall provide all safety barricades (e.g., temporary handrails, stairs, and barricades at floor openings) and perimeter protection in strict accordance with OSHA standards and requirements for the duration of the Project. Any Contractor requiring the removal of any safety barricade or perimeter protection for the performance of their Work shall be responsible for re-installing the removed safety barricade or perimeter protection in strict accordance with OSHA standards and requirements. If this does not occur immediately, the Construction Manager will direct the General Trades Prime Contractor to re-install the safety barricade or perimeter protection and assess the cost thereof to the responsible Contractor who removed the safety barricade or perimeter protection. This will be done at no expense to the Owner.
- 1.8.4.16. Each Prime Contractor shall designate an employee or employees that will serve as the Contractor's safety representative and competent person on a daily basis. The safety representative shall be responsible for coordinating and addressing all project safety issues with the Construction Manager. The competent person and or safety representative shall be on-site whenever work associated with their company is taking place.
- 1.8.4.17. All contractors shall follow OSHA requirements AS A MINIMUM, including WEARING OF HARDHATS AT ALL TIMES while on the Project site. As a minimum, all personnel shall wear a sleeved shirt, long pants, work boots, and a hardhat at all times inside the construction limits. This specifically includes delivery drivers and supplier unloading personnel.
- 1.8.4.17.1. Horseplay and other unsafe conduct is strictly prohibited.
- 1.8.4.17.2. Alcoholic beverages, non-prescription (illegal) drugs, firearms, fireworks, explosives, or weapons are not allowed on Project property.
- 1.8.4.17.3. No workers are to smoke in the building or within the confines of the site during any phase of construction. This policy also applies to all smokeless tobacco products.
- 1.8.4.17.4. Theft, abuse, or destruction of property, tools, equipment or materials will not be tolerated.

- 1.8.4.17.5. Contractors and all of their employees, including those of subcontractors and suppliers, shall abide by any and all rules the Construction Manager or the Owner may have in effect or hereinafter put into effect at the site of the Work including those pertaining to worker and Owner personnel safety, use of cameras, and security procedures or requirements. Contractor shall remove from the Project site any employee violating these rules at the request of the Owner or Construction Manager.
- 1.8.4.17.6. All Contractors shall distribute a copy of work rules and shall periodically review with tradesmen in weekly Safety meetings. All Contractors shall daily monitor the project to assure that all rules are complied with.
- 1.8.4.18. No Contractor shall interfere with automobile and or pedestrian traffic around the Project site. All Contractors will coordinate any disruptions with the Construction Manager a minimum of 72 hours in advance. All Contractors will be responsible for supplying all temporary signage, barricades, flagmen, etc. in accordance with local, city, county, and or township requirements required to conduct this work.
- 1.8.4.19. All Contractors shall minimize disruption to the local traffic patterns during the performance of the Work and conform to all tribal, local, city and or county requirements for traffic disruption, deliveries, etc.

- 1.8.4.20. General Trades Prime Contractor shall be responsible to create and maintain the Project's site specific erosion and Sediment Control Plan. This plan has guidelines specified in the Contract Documents, but is not limited to those descriptions. General Trades Prime Contractor shall provide a site specific plan to control sediment transition from leaving the site in accordance with his site visit and sequence planning of the site within ten (10) days of Notice to Proceed. Each Prime Contractor shall be responsible to follow this plan and shall agree to pay for any cleanup required if this plan is not followed. General Trades Prime Contractor's plan shall be submitted to all Prime Contractors and the Construction Manager for review and comment. Once this plan is finalized, weekly reports will be provided to the Construction Manager as well as daily photographs taken by the General Trades Prime Contractor of the surrounding entrances documenting road conditions as part of the daily log. As a minimum, photographs should be taken at mid-morning, following lunch break and just prior to the end of the work day. These records shall be forwarded to the Tulalip Tribes, through the Construction Manager, by a copy response from the General Trades Prime Contractor's email. Color hard copies of the photographs shall be provided to the Construction Manager by the General Trades Prime Contractor on a weekly basis and placed in a separate three ring binder furnished by the General Trades Prime Contractor labeled "Sediment Control Plan".

General Trades Prime Contractor shall construct and maintain a proper Construction Entrance from all public and or private streets in accordance with the Contract Documents and in compliance with EPA standards as follows:

- 1.8.4.21. If the temporary erosion and sedimentation control measures described in this bid package are not adequate to control erosion and sedimentation, the applicant / Prime Contractor shall provide additional facilities as necessary to protect adjacent properties, sensitive areas, natural water courses, and or storm drainage systems.
- 1.8.4.22. All erosion control and storm water facilities shall be regularly inspected and maintained by the Prime Contractor during construction.
- 1.8.4.23. Silt / sediment laden storm water shall not be allowed to leave the construction site, either by overland flow or piping. If such storm water cannot be contained on-site, Prime Contractor shall employ additional treatment measures (e.g., settling tanks, filtration system, etc.) to ensure compliance with applicable discharge (turbidity) requirements.
- 1.8.4.24. Sweep streets and remove trash to keep roadways, driveways and parking areas in and adjacent to the site free of construction dirt and debris. Spraying, flushing or hosing down streets will not be permitted. Construction debris and dirt must not be allowed to enter into the roadway drainage system.

- 1.8.4.25. If erosion or sedimentation occurs to adjacent property, all construction work that will aggravate the situation shall cease. The applicant / Prime Contractor shall immediately commence restoration or mitigation measures. Restoration activity shall continue until such time as the problem is rectified.
- 1.8.4.26. Immediately stabilize stripped or disturbed areas if no further work is anticipated for a period exceeding the listed criteria. Stabilization includes mulching, grass planting, or other approved erosion control treatment applicable to the time of year in question. Grass seeding alone will be accepted only during the months of April through September, inclusive. Seeding may proceed, however, whenever it is in the interest of the applicant / Prime Contractor, but must be augmented with mulching, netting, or other treatment.
- 1.8.4.27. If any Contractor's or subcontractor's vehicle carries mud, dirt, gravel, etc. on any roadways, walks, or pavements, it shall be cleaned off immediately to the satisfaction of the Construction Manager or designated Contractor. Any and all costs incurred in the performance of this cleanup work shall be assessed against the non-compliant Contractor through their respective Prime Contractor at the unit rate of \$100 per man-hour plus equipment and associated costs plus applicable markups in accordance with the provisions of the Contract Documents. **THIS CONTRACT PROVISION WILL BE STRICTLY ENFORCED. PLEASE NOTE: THIS INCLUDES CONCRETE TRUCKS AND DELIVERY TRUCKS.**
- 1.8.4.28. **DAILY CLEANUP** of each Contractor's trash & debris IS **MANDATORY** for this Project and is included in the Contract. Each Contractor shall remove all debris created by the performance of their Work to a dumpster provide by the General Trades Prime Contractor. **THIS CONTRACT PROVISION WILL BE STRICTLY ENFORCED.**
- 1.8.4.29. Each Contractor shall provide all necessary material and personnel hoisting and or crane equipment as required to complete his scope of work. Coordinate hoisting equipment staging and material access with other Contractors to avoid conflicts and interferences and allow other Contractors access to complete their work.
- 1.8.4.30. Contractors shall be responsible for the care and storage of all materials delivered to the jobsite with acknowledgement of requirements of each Contractor's Work. All storage of material on-site must be coordinated in advance with the Construction Manager.

- 1.8.4.31. Each Contractor shall be responsible for the protection and security of their equipment, tools, materials, and finished work until Contract Completion is achieved. Damage to or theft of any tools, equipment, or materials, whether incorporated into the work or not, prior to Contract Completion, shall be repaired and or replaced at Contractor's expense. Contractors shall provide protection and security of all Work at all times. Notify Construction Manager immediately of any damage or theft incidents.
- 1.8.4.32. Contractors shall coordinate work and cooperate with Contractors of other trades that will be performing work throughout the site. Care should be taken not to damage other Contractor's Work. Should any damage occur the damage will be corrected and the Contractor causing the damage shall be held responsible for any and all incurred costs plus applicable markups, in accordance with the provisions of the Contract Documents.
- 1.8.4.33. Any damage to completed roofing work shall be paid for by the Contractor causing the damage. A qualified roofing Contractor shall repair all damaged roofing work and the Contractor causing the damage shall be held responsible for any and all incurred costs plus applicable markups, in accordance with the provisions of the Contract Documents.
- 1.8.4.34. Contractors should note that all attachments to ceiling structure (e.g., architectural, plumbing, fire protection, HVAC and electrical hangers) should be made to adequate structural members.
- 1.8.4.35. Plumbing Prime Contractor shall ensure the plumbing layout and requirements for any equipment provided as a part of another Prime Contract coordinates with the plumbing Work provided as a part of the Plumbing Contract prior to the rough-ins being installed. Each Contractor shall furnish a complete copy of all product data requiring a plumbing service to the Plumbing Prime Contractor for their review and coordination of Work.
- 1.8.4.36. Each Prime Contractor shall regularly inspect and repair damage to roads, on or off site, caused by Work performed as a part of their respective Contract. Should a dispute arise between Prime Contractor's as to the responsible party for the damage and resultant repair Work, Construction Manager shall request the General Trades Prime Contractor to perform any and all required repair Work and assign the cost of the Work to the responsible Contractor(s) as determined by the Construction Manager. Construction Manager's determination as to cause of the damage and Contractor(s) responsible for the resultant repair Work shall be final.

- 1.8.4.37. Each Prime Contractor shall be responsible to cut, remove, repair and or replace any concrete, masonry, or asphalt necessary to complete the Work of their Contract. Contractors shall ONLY use pavement, concrete or masonry saws that have water systems to control masonry / silica dust.
- 1.8.4.38. Prime Contractor shall provide his own access to the building between the site designated road and the building.
- 1.8.4.39. General Trades Prime Contractor shall provide all carpentry work not specifically assigned to another Contractor including rough carpentry, finish carpentry and millwork. General Trades Prime Contractor shall provide wood blocking, including roof blocking, for all trades that is specifically detailed on the Drawings. Additional blocking required by another Prime Contractor that is not shown on the Drawings shall be provided by the Prime Contractor requiring the blocking.
- 1.8.4.40. Provide, as needed, in a 3 ring binder, 2 copies of any “GENERAL TECHNICAL MANUALS, ASTM TECHNICAL MANUALS, STANDARD SPECIFICATION AND LOAD TABLES, ANSI STANDARDS, etc.” providing the testing method description to allow for a complete review of installed systems.

1.9. BID PACKAGE SCOPE OF WORK

- 1.9.1. This “SCOPE OF WORK” is to aid each Bidder in defining the Scope of Work to be included in its proposal. However, omissions from this “SCOPE OF WORK” do not relieve the Bidder from including in its proposal that Work which will be required to complete its Contract. Each Bidder should read the entire “SCOPE OF WORK” to completely familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the Work is assembled and constructed.

Project Overview

2.1. SUMMARY

- 2.1.1. If there is a conflict on a specific item between the Contract Documents and the Bid Package Breakdown as stated herein, the Breakdown shall govern; however, if an item is covered in the Contract Documents, but not reiterated in the Breakdown, the Bidder shall still be responsible for that item of Work.
- 2.1.2. Each Contractor shall supervise his Work, using his best skills and attention. Contractor shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and or coordinating all portions of their Work, with all Work to be performed under separate Contracts and or other Bid Packages.
- 2.1.3. Certain items that are the Contractor's responsibility may not be included in the list of specification sections to be performed by the Contractor, e.g., additional rough carpentry needed and miscellaneous concrete work. The specification section designations depicted in the table titled "ASSIGNMENT OF RESPONSIBILITY OF WORK" included herein attempts to assign responsibility for that certain area of work; however each Prime Contractor may have some responsibility associated with specification sections as assigned in the narrative descriptions of the Bid Package descriptions.
- 2.1.4. Each Contractor must thoroughly review the scope of work for each bid package in order to become thoroughly familiar with how the work of their bid package coordinates with all of the others.

2.2. GENERAL TRADES

- 2.2.1. The Work of this Bid Package consists of the Work as shown and indicated on the Design Drawings. The Work is not restricted by division of drawings or specifications. Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the General Trades Contract in its entirety in strict accordance with the Contract Documents.
- 2.2.2. Narrative Description of Bid Package No. 2 – GENERAL TRADES CONTRACT: Provide all Work as defined under the column heading "GENERAL TRADES CONTRACT" in the table titled "ASSIGNMENT OF RESPONSIBILITY OF WORK" included herein in its entirety in strict accordance with the Project Manual and Drawings.
- 2.2.3. General Trades Prime Contractor shall provide locks for and secure building at the end of each workday. General Trades Prime Contractor shall also unlock the building each day at the beginning of work hours. Ten (10) duplicate copies of keys to these locks shall be given to the Construction Manager.

- 2.2.4. General Trades Prime Contractor shall develop and maintain a Project “EMERGENCY SAFETY PLAN”. All Contractors shall abide by the General Trades Prime Contractor’s “EMERGENCY SAFETY PLAN.”
- 2.2.5. General Trades Prime Contractor shall provide and maintain an appropriate number of 20# ABC fire extinguishers and stands to be used for general use throughout the duration of the Project.
- 2.2.6. General Trades Prime Contractor shall provide and maintain an appropriate number of thirty-yard dumpsters (locations to be determined in conjunction with the Construction Manager) for use by all Contractors for the duration of the Project. General Trades Prime Contractor shall ensure access to the dumpsters is provided as required for the execution of the Work, as well as, placement, service, and removal. General Trades Prime Contractor shall be responsible to keep areas around dumpsters clean and free of trash and debris at all times for the duration of the Project.
- 2.2.7. General Trades Prime Contractor shall be responsible for keeping the site, walkways, roads and parking areas, and field office complex area free from snow build-up and shall ensure such “SNOW REMOVAL AND DEICING” is complete prior to the daily work force arriving at the site each day for the duration of the Project. Snow removal is required for snowfall of 2” or greater.
- 2.2.8. General Trades Prime Contractor shall seed all disturbed and bare areas to prevent any site erosion.
- 2.2.9. General Trades Prime Contractor shall be responsible for mowing all existing and newly sown grass on-site up to adjacent curbs for the duration of the Project. Grass shall not be allowed to grow higher than 5” at any time. General Trades Prime Contractor shall maintain and control site grass and weed growth; to include existing and new vegetation.
- 2.2.10. General Trades Prime Contractor shall be responsible for inspection of scaffolding systems installed under the General Trades Contract in strict accordance with OSHA regulations and safe scaffolding procedures.
- 2.2.11. General Trades Prime Contractor shall provide, maintain, relocate (if necessary) and remove all temporary facilities provided as a part of the General Trades Contract in strict accordance with Section 015900 – TEMPORARY FACILITIES as requested by the Construction Manager. The Construction Manager’s trailer may be required to be moved during the duration of the Contract. If required the General Trades Prime Contractor shall be responsible to relocate and re-setup the Construction Manager’s trailer and all related temporary facilities Work provided as a part of the General Trades Contract.

- 2.2.12. General Trades Prime Contractor shall construct all temporary access roads and pads for use by all Contractors and Construction Manager as shown on the site utilization plan or as requested by the Construction Manager. All temporary access roads and or pads not incorporated into the final Project shall be removed by the General Trades Prime Contractor prior to Contract Completion or as requested by the Construction Manager. If used during the construction of the Project, General Trades Prime Contractor shall leave all existing access roads in the same condition or better at the close of construction. Rough terrain vehicles shall not be allowed on the asphalt-paved roadways.
- 2.2.13. General Trades Prime Contractor shall maintain all emergency exits throughout the construction period for the duration of the Project. General Trades Prime Contractor shall provide lighted covered walkways when required due to overhead work or adjacent work when segregated walkways are required per OSHA. Walkways shall be constructed to adhere to ADA requirements.
- 2.2.14. General Trades Prime Contractor shall provide an appropriate skirt material around the Construction Manager's temporary office facility.
- 2.2.15. General Trades Prime Contractor shall be responsible for the security responses and weather protection of the building.
- 2.2.16. General Trades Prime Contractor shall provide all blocking and or backing material required for wall and ceiling mounted items shown on the Contract Documents. Coordinate requirements with all other Contractors.
- 2.2.17. General Trades Prime Contractor shall include all frame and door preparation to accept the door contacts for the security system provided by the Electrical Contractor. Coordinate with Electrical Contractor.
- 2.2.18. General Trades Prime Contractor shall identify and resolve compatibility issues associated with their material and the substrate, prior to the substrate being installed.
- 2.2.19. General Trades Prime Contractor shall coordinate with the Plumbing Prime Contractor, Fire Protection Prime Contractor and Electrical Prime Contractor related to penetrations through any type of wall, ceiling or structure provided as a part of the General Trades Contract.
- 2.2.20. General Trades Prime Contractor shall coordinate and frame openings in Work provided as a part of the General Trades Contract, as needed, for access panels, duct work, cable trays, etc. as required by other trades. Location, size, layout, access panel(s), and coordination shall be the responsibility of the trade requiring the opening.
- 2.2.21. General Trades Prime Contractor shall coordinate all rough-ins, installations, and final connections by other trades to the Food Service Equipment provide as a part of the General Trades Contract including all supervision as necessary to assure a smooth and complete installation.

- 2.2.22. General Trades Prime Contractor shall fill openings between beam and joist seats and adjoining Project component (e.g., wall) with other similar material in accordance with the Contract Documents. Filling of beam and joist seat openings shall occur only after inspection of all related connections.
- 2.2.23. General Trades Prime Contractor shall touch-up all damaged primer paint caused by the installation of materials installed as a part of the General Trades Contract.
- 2.2.24. General Trades Prime Contractor shall provide any and all additional framing and or support devices related to materials and or equipment installed as a part of the General Trades Contract that is NOT specifically shown on the Drawings, but is required to complete its installation. General Trades Prime Contractor shall be responsible for any and all additional framing associated with variances from the approved list of manufacturers for Work performed as a part of the General Trades Contract.
- 2.2.25. General Trades Prime Contractor shall provide all insulation, caulking and or fire stopping related to Work installed as a part of the General Trades Contract. All insulation, caulking and or fire stopping Work required on, around, or within Work performed as a part of another Prime Contractor's scope of work shall be provided by that Prime Contractor and is specifically excluded from the General Trades Contract.
- 2.2.26. General Trades Prime Contractor shall provide flashings compatible with the roofing systems provided as a part of the General Trades Contract for all penetrations and roof curbs shown on the Drawings and provided by all trades to make the roofing system watertight and warrantable. General Trades Prime Contractor shall reference all Contract Drawings for Work related to penetrations and roof curbs related to the roofing system.
- 2.2.27. General Trades Prime Contractors shall provide all integral structural supports and components, not necessarily shown on the Contract Documents, but required for the proper installation of all architectural aluminum and storefront Work.
- 2.2.28. General Trades Prime Contractor shall install temporary construction cores furnished by the Owner in all lockable hardware for the duration of the Project. Permanent cores will be furnished and installed by the Owner prior to the Owner's occupancy of the building.

- 2.2.29. General Trades Prime Contractor shall paint all exposed ceiling structures in accordance with the Contract Documents, including exposed HVAC, Fire Protection, Plumbing, Electrical and Technology Work as specified. It is the General Trades Prime Contractor's responsibility to protect sprinkler heads, finishes and equipment from painting operations. The Fire Protection Prime Contractor shall cover all sprinkler heads with an appropriate protective material to allow the General Trades Prime Contractor the ability to paint exposed and finished ceilings and sprinkler piping without causing damage to the sprinkler heads. General Trades Prime Contractor shall remove the protective material after all painting Work has been completed. Any Work furnished with a final finish shall not to be painted over.
- 2.2.30. All gypsum board assemblies Work will be reviewed jointly by the General Trades Prime Contractor, Construction Manager and Architect for quality after initial painting application. General Trades Prime Contractor shall correct any apparent and visible blemishes before final painting Work is performed.
- 2.2.31. It shall be understood that final finishes (e.g., finish paint, tile, floor coverings, etc.) will be installed prior to the completion of succeeding Work. General Trades Prime Contractor shall provide adequate protection of finishes, if not already provided by another Prime Contractor, to prevent incidental and or accidental damage caused in the performance of Work performed as a part of the General Trades Contract. Method of protection shall be coordinated with the Construction Manager prior to commencement of final finishes Work. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to the daily cleaning requirements. General Trades Prime Contractor shall provide, maintain and remove any protective coverings installed as a part of the General Trades Contract.
- 2.2.32. General Trades Prime Contractor shall ensure the electrical, plumbing, and mechanical requirements for any equipment provided as a part of the General Trades Contract coordinates with the electrical, plumbing, and mechanical services scheduled to be provided for the equipment by Divisions 15 and 16 Prime Contractors prior to the rough-ins being installed. General Trades Prime Contractor shall furnish a complete copy of all product data requiring an electrical, plumbing and or mechanical service to the Plumbing Prime Contractor, HVAC Prime Contractor and Electrical Prime Contractor for their review and coordination of Work.
- 2.2.33. General Trades Prime Contractor shall provide all fire protection systems Work complete required to connect and extend the fire protection systems service from the water main to an elevation 12" above the proposed finished floor elevation with an appropriate receiving flange. General Trades Contractor shall coordinate all fire protection systems connection Work with the local utility provider as required and confirm all scope responsibilities to ensure that a properly connected fire protection systems service has been included in General Trades Prime Contractor's bid proposal. Fire protection systems work shall include, without limitation, all site fire hydrant work complete.

- 2.2.34. Any damage due to herbivores or omnivores to plant material provided as a part of this Bid Package during initial planting through the end of the first year of plant establishment shall be the sole responsibility of the General Trades Prime Contractor to restore, correct, replant, and replace to the specified condition and to protect the plant material from future damage.

2.3. PLUMBING

- 2.3.1. The Work of this Bid Package consists of the Work as shown and indicated on the Drawings and in the Project Manual. The Work is not restricted by division of drawings or specifications. Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the Plumbing Contract in its entirety in strict accordance with the Contract Documents.
- 2.3.2. Provide all Work as defined under the column heading “PLUMBING” in the table titled “ASSIGNMENT OF RESPONSIBILITY OF WORK” included herein in its entirety in strict accordance with the Project Manual and Drawings.
- 2.3.3. Plumbing Prime Contractor shall abide by and adhere to the General Trades Prime Contractor’s “EMERGENCY SAFETY PLAN” in its entirety.
- 2.3.4. Plumbing Prime Contractor shall provide, maintain, relocate (if necessary) and remove all temporary facilities provided as a part of the Plumbing Contract as requested by the Construction Manager. The Construction Manager’s trailer may be required to be moved during the duration of the Contract. If required the Plumbing Prime Contractor shall be responsible to relocate and reinstall all related temporary facilities Work previously connected to the Construction Manager’s trailer and provided as a part of the Plumbing Contract.
- 2.3.5. Plumbing Prime Contractor shall be responsible for inspection of scaffolding systems installed under the Plumbing Contract in strict accordance with OSHA regulations and safe scaffolding procedures.
- 2.3.6. Plumbing Prime Contractor shall provide any and all additional framing and or support devices related to materials and or equipment installed as a part of the Plumbing Contract that is NOT specifically shown on the Drawings, but is required to complete its installation. Plumbing Prime Contractor shall be responsible for any and all additional framing associated with variances from the approved list of manufacturers for Work performed as a part of the Plumbing Contract.
- 2.3.7. Plumbing Prime Contractor shall touch-up all damaged primer paint and or applied fireproofing caused by the installation of materials installed as a part of the Plumbing Contract.

- 2.3.8. Plumbing Prime Contractor shall provide all blocking and or backing material required for the proper installation of Work provided as a part of the Plumbing Contract NOT shown on the Contract Documents.
- 2.3.9. Plumbing Prime Contractor shall have a representative on-site to coordinate and layout with the General Trades Prime Contractor any plumbing penetrations through any type of wall, ceiling or structure provided as a part of the General Trades Contract. Location, size, and layout of penetration(s) shall be provided by the Plumbing Prime Contractor. Failure on the part of the Plumbing Prime Contractor to coordinate any penetration necessary to complete fire protection work shall become the responsibility of the Plumbing Prime Contractor to provide.
- 2.3.10. Failure on the part of the Plumbing Prime Contractor to provide all required sleeves and or penetration Work in a timely manner so as not to adversely impact Work performed as a part of the General Trades Contract may result in the Plumbing Prime Contractor being responsible for all core drilling and subsequent penetration Work required to complete Plumbing Prime Contractor's Work. Any damage cause by such activities shall be the responsibility of the Plumbing Prime Contractor to repair at no additional cost to the Owner.
- 2.3.11. Plumbing Prime Contractor shall provide all plumbing rough-ins, shut off valves, traps, installations, and final connections as necessary to assure a smooth and complete installation.
- 2.3.12. Plumbing Prime Contractor shall arrange, coordinate and install the final connections of water, waste and vent service to appliances and equipment provided as a part of other Prime Contracts.
- 2.3.13. Plumbing Prime Contractor shall provide all required access panel(s) related to Work provided as a part of the Plumbing Contract.
- 2.3.14. Plumbing Prime Contractor shall provide all insulation, caulking and or firestopping related to Work installed as a part of the Plumbing Contract. All insulation, caulking and or firestopping Work required on, around, or within Work performed as a part of another Prime Contractor's scope of work shall be provided by that Prime Contractor and is specifically excluded from the Plumbing Contract.
- 2.3.15. Plumbing Prime Contractor shall provide all excavation, trenching and backfill Work related to plumbing Work provided as a part of the Plumbing Contract in strict accordance with the Contract Documents.
- 2.3.16. Plumbing Prime Contractor shall provide all piping Work including final connections to the HVAC mechanical units. Plumbing Prime Contractor shall provide a shut-off valve at all pieces of equipment if required that do not have a shut-off valve previously installed by the manufacturer.

- 2.3.17. Plumbing Prime Contractor shall remove and properly dispose of any and all spoils created from excavation Work performed as a part of the Plumbing Contract.
- 2.3.18. Plumbing Prime Contractor shall provide all equipment pads, housekeeping pads and supports Work as required for equipment provided as a part of the Plumbing Contract. Plumbing Prime Contractor shall seal all concrete equipment pads with an appropriate sealer material prior to placing equipment.
- 2.3.19. Plumbing Prime Contractor shall coordinate the location of all plumbing-related through-metal deck penetrations with the General Trades Prime Contractor. Plumbing Prime Contractor shall cut the opening in the metal deck and install all Plumbing Contract Work. General Trades Prime Contractor shall provide flashings compatible with the roofing systems provided as a part of the General Trades Contract for all penetrations and roof curbs shown on the Drawings and provided by all trades to make the roofing system watertight and warrantable.
- 2.3.20. It shall be understood that final finishes (e.g., finish paint, tile, floor coverings, etc.) will be installed prior to the completion of succeeding Work. Plumbing Prime Contractor shall provide adequate protection of finishes, if not already provided by another Prime Contractor, to prevent incidental and or accidental damage caused in the performance of Work performed as a part of the Plumbing Contract. Method of protection shall be coordinated with the Construction Manager prior to commencement of final finishes Work. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to the daily cleaning requirements. General Trades Prime Contractor shall provide, maintain and remove any protective coverings installed as a part of the Plumbing Contract.
- 2.3.21. Plumbing Prime Contractor shall provide replacement ceiling tile in any locations where leaks in the plumbing system cause damage. Owner's extra stock material shall not be used as replacement material.
- 2.3.22. Plumbing Prime Contractor shall coordinate with and provide required information to the HVAC Prime Contractor in a timely manner so that the HVAC Prime Contractor can efficiently and effectively prepare coordination drawings.
- 2.3.23. Plumbing Prime Contractor shall ensure that the electrical requirements for any equipment provided as a part of the Plumbing Contract coordinates with the electrical services scheduled to be provided for the equipment by the Electrical Prime Contractor prior to the rough-in Work being performed. Plumbing Prime Contractor shall furnish a complete copy of all product data requiring an electrical service to the Electrical Prime Contractor for their review and coordination of Work.

2.4. FIRE PROTECTION

- 2.4.1. The Work of this Bid Package consists of the Work as shown and indicated on the Drawings and in the Project Manual. The Work is not restricted by division of drawings or specifications. Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the Fire Protection Contract in its entirety in strict accordance with the Contract Documents.
- 2.4.2. Provide all Work as defined under the column heading “FIRE PROTECTION” in the table titled “ASSIGNMENT OF RESPONSIBILITY OF WORK” included herein in its entirety in strict accordance with the Project Manual and Drawings.
- 2.4.3. Fire Protection Prime Contractor shall abide by and adhere to the General Trades Prime Contractor’s “EMERGENCY SAFETY PLAN” in its entirety.
- 2.4.4. Fire Protection Prime Contractor shall be responsible for inspection of scaffolding systems installed under the Fire Protection Contract in strict accordance with OSHA regulations and safe scaffolding procedures.
- 2.4.5. Fire Protection Prime Contractor shall provide any and all additional framing and or support devices related to materials and or equipment installed as a part of the Fire Protection Contract that is NOT specifically shown on the Drawings, but is required to complete its installation. Fire Protection Prime Contractor shall be responsible for any and all additional framing associated with variances from the approved list of manufacturers for Work performed as a part of the Fire Protection.
- 2.4.6. Fire Protection Prime Contractor shall touch-up all damaged primer paint and or applied fireproofing caused by the installation of materials installed as a part of the Fire Protection Contract.
- 2.4.7. Fire Protection Prime Contractor shall provide all blocking and or backing material required for the proper installation of Work provided as a part of the Fire Protection Contract NOT shown on the Drawings.
- 2.4.8. Fire Protection Prime Contractor shall have a representative on –site to coordinate and layout with the General Trades Prime Contractor any fire protection to penetrations through any type of wall, ceiling or structure provided as a part of the General Trades Contract. Location, size, and layout of penetration(s) shall be provided by the Fire Protection Prime Contractor. Failure on the part of the Fire Protection Prime Contractor to coordinate any penetration necessary to complete fire protection work shall become the responsibility of the Fire Protection Prime Contractor to provide.

- 2.4.9. Failure on the part of the Fire Protection Prime Contractor to provide all required sleeves and or penetration Work in a timely manner so as not to adversely impact Work performed as a part of the General Trades Contract may result in the Fire Protection Prime Contractor being responsible for all core drilling and subsequent penetration Work required to complete Fire Protection Prime Contractor's Work. Any damage cause by such activities shall be the responsibility of the Fire Protection Prime Contractor to repair at no additional cost to the Owner.
- 2.4.10. Fire Protection Prime Contractor shall provide all fire protection systems rough-ins, shut off valves, traps, installations, and final connections including all supervision as necessary to assure a smooth and complete installation.
- 2.4.11. Fire Protection Prime Contractor shall arrange, coordinate and install the final connections of fire protection systems service to appliances and equipment provided as a part of other Prime Contracts.
- 2.4.12. Fire Protection Prime Contractor shall provide all required access panel(s) related to Work provided as a part of the Fire Protection Contract.
- 2.4.13. Fire Protection Prime Contractor shall provide all insulation, caulking and or firestopping related to Work installed as a part of the Fire Protection Contract. All insulation, caulking and or firestopping Work required on, around, or within Work performed as a part of another Prime Contractor's scope of work shall be provided by that Prime Contractor and is specifically excluded from the Fire Protection Contract.
- 2.4.14. Fire Protection Prime Contractor shall provide all excavation, trenching and backfill Work related to fire protection Work provided as a part of the Fire Protection Contract in strict accordance with the Contract Documents.
- 2.4.15. Fire Protection Prime Contractor shall remove and properly dispose of any and all spoils created from excavation Work performed as a part of the Fire Protection Contract.
- 2.4.16. Fire Protection Prime Contractor shall provide all equipment pads, housekeeping pads and supports Work as required for equipment provided as a part of the Fire Protection Contract. Fire Protection Prime Contractor shall seal all concrete equipment pads with an appropriate sealer material prior to placing equipment.
- 2.4.17. Fire Protection Prime Contractor shall coordinate the location of all fire protection systems-related through-metal deck penetrations with the General Trades Prime Contractor. Fire Protection Prime Contractor shall cut the opening in the metal deck and install all Fire Protection Contract Work. General Trades Prime Contractor shall provide flashings, if required, compatible with roofing systems provided as a part of the General Trades Contract for all penetrations and roof curbs shown on the Drawings and provided by all trades to make the roofing system watertight and warrantable.

- 2.4.18. Fire Protection Prime Contractor shall provide replacement ceiling tile in any locations where leaks in the fire protection system cause damage. Owner's extra stock material shall not be used as replacement material.
- 2.4.19. Fire Protection Prime Contractor shall coordinate with and provide required information to the HVAC Prime Contractor in a timely manner so that the HVAC Prime Contractor can efficiently and effectively prepare coordination drawings.
- 2.4.20. Fire Protection Prime Contractor shall ensure that the electrical requirements for any equipment provided as a part of the Fire Protection Contract coordinates with the electrical services scheduled to be provided for the equipment by the Electrical Prime Contractor prior to the rough-in Work being performed. Fire Protection Prime Contractor shall furnish a complete copy of all product data requiring an electrical service to the Electrical Prime Contractor for their review and coordination of Work.
- 2.4.21. It shall be understood that final finishes (e.g., finish paint, tile, floor coverings, etc.) will be installed prior to the completion of all succeeding Fire Protection Contract Work. Fire Protection Prime Contractor shall provide adequate protection of finishes, if not already provided by another Prime Contractor, to prevent incidental and or accidental damage caused in the performance of Work performed as a part of the Fire Protection Contract. Method of protection shall be coordinated with the Construction Manager prior to commencement of succeeding Fire Protection Contract Work. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to the daily cleaning requirements. Fire Protection Prime Contractor shall provide, maintain and remove any protective coverings installed as a part of the Fire Protection Contract.
- 2.4.22. Fire Protection Prime Contractor shall cover all sprinkler heads with an appropriate protective material to allow the General Trades Prime Contractor the ability to paint exposed and finished ceilings and sprinkler piping without causing damage to the sprinkler heads. General Trades Prime Contractor shall remove the protective material after all painting Work has been completed.
- 2.4.23. Fire Protection Prime Contractor shall provide all flow and tamper switches wired by the Electrical Prime Contractor required as a part of the Fire Protection Contract.
- 2.4.24. Fire Protection Prime Contractor shall provide all temporary protection requirements under all pipe-threading operations performed either inside or outside the building when performed on sub-floor and or finish surfaces

2.5. HVAC

- 2.5.1. The Work of this Bid Package consists of the Work as shown and indicated on the Drawings and in the Project Manual. The Work is not restricted by division of drawings or specifications. Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the HVAC Contract in its entirety in strict accordance with the Contract Documents.
- 2.5.2. Provide all Work as defined under the column heading “HVAC” in the table titled “ASSIGNMENT OF RESPONSIBILITY OF WORK” included herein in its entirety in strict accordance with the Project Manual and Drawings.
- 2.5.3. HVAC Prime Contractor shall abide by and adhere to the General Trades Prime Contractor’s “EMERGENCY SAFETY PLAN” in its entirety.
- 2.5.4. HVAC Prime Contractor shall be responsible for inspection of scaffolding systems installed under the HVAC Contract in strict accordance with OSHA regulations and safe scaffolding procedures.
- 2.5.5. HVAC Prime Contractor shall provide any and all additional framing and or support devices related to materials and or equipment installed as a part of the HVAC Contract that is NOT specifically shown on the Drawings, but is required to complete its installation. HVAC Prime Contractor shall be responsible for any and all additional framing associated with variances from the approved list of manufacturers for Work performed as a part of the HVAC Contract.
- 2.5.6. HVAC Prime Contractor shall touch-up all damaged primer paint and or applied fireproofing caused by the installation of materials installed as a part of the HVAC Contract.
- 2.5.7. HVAC Prime Contractor shall provide all blocking and or backing material required for the proper installation of Work provided as a part of the HVAC Contract NOT shown on the Drawings.
- 2.5.8. HVAC Prime Contractor shall have a representative on-site to coordinate and layout with the General Trades Prime Contractor any HVAC penetrations through any type of wall, ceiling or structure provided as a part of the General Trades Contract. Location, size, and layout of penetration(s) shall be provided by the HVAC Prime Contractor. Failure on the part of the HVAC Prime Contractor to coordinate any penetration necessary to complete HVAC work shall become the responsibility of the HVAC Prime Contractor to provide.

- 2.5.9. Failure on the part of the HVAC Prime Contractor to provide all required sleeves and or penetration Work in a timely manner so as not to adversely impact Work performed as a part of the General Trades Contract may result in the HVAC Prime Contractor being responsible for all core drilling and subsequent penetration Work required to complete HVAC Prime Contractor's Work. Any damage cause by such activities shall be the responsibility of the HVAC Prime Contractor to repair at no additional cost to the Owner.
- 2.5.10. HVAC Prime Contractor shall provide all HVAC systems and final connections Work related to the Food Service Equipment provide as a part of the General Trades Contract including all supervision as necessary to assure a smooth and complete installation.
- 2.5.11. HVAC Prime Contractor shall arrange, coordinate and install the final connections of HVAC systems service to appliances and equipment provided as a part of other Prime Contracts.
- 2.5.12. HVAC Prime Contractor shall provide all required access panel(s) related to Work provided as a part of the HVAC Contract.
- 2.5.13. HVAC Prime Contractor shall provide all insulation, caulking and or firestopping related to Work installed as a part of the HVAC Contract. All insulation, caulking and or firestopping Work required on, around, or within Work performed as a part of another Prime Contractor's scope of work shall be provided by that Prime Contractor and is specifically excluded from the HVAC Contract.
- 2.5.14. HVAC Prime Contractor shall provide all excavation, trenching and backfill Work related to HVAC Work provided as a part of the HVAC Contract in strict accordance with the Contract Documents.
- 2.5.15. HVAC Prime Contractor shall remove and properly dispose of any and all spoils created from excavation Work performed as a part of the HVAC Contract.
- 2.5.16. HVAC Prime Contractor shall provide all equipment pads, housekeeping pads and supports Work as required for equipment provided as a part of the HVAC Contract. HVAC Prime Contractor shall seal all concrete equipment pads with an appropriate sealer material prior to placing equipment.
- 2.5.17. HVAC Prime Contractor shall coordinate the location of all HVAC systems-related through-metal deck penetrations with the General Trades Prime Contractor. HVAC Prime Contractor shall cut the opening in the metal deck and install all HVAC Contract Work. General Trades Prime Contractor shall provide flashings, if required, compatible with roofing systems provided as a part of the General Trades Contract for all penetrations and roof curbs shown on the Drawings and provided by all trades to make the roofing system watertight and warrantable.

- 2.5.18. HVAC Prime Contractor shall ensure that the electrical requirements for any equipment provided as a part of the HVAC Contract coordinates with the electrical services scheduled to be provided for the equipment by the Electrical Prime Contractor prior to the rough-in Work being performed. HVAC Prime Contractor shall furnish a complete copy of all product data requiring an electrical service to the Electrical Prime Contractor for their review and coordination of Work.
- 2.5.19. It shall be understood that final finishes (e.g., finish paint, tile, floor coverings, etc.) will be installed prior to the completion of all succeeding HVAC Contract Work. HVAC Prime Contractor shall provide adequate protection of finishes, if not already provided by another Prime Contractor, to prevent incidental and or accidental damage caused in the performance of Work performed as a part of the HVAC Contract. Method of protection shall be coordinated with the Construction Manager prior to commencement of succeeding HVAC Contract Work. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to the daily cleaning requirements. HVAC Prime Contractor shall provide, maintain and remove any protective coverings installed as a part of the HVAC Contract.
- 2.5.20. HVAC Prime Contractor shall remove all labels and markings on exposed ductwork and equipment scheduled to be painted.

2.6. ELECTRICAL

- 2.6.1. The Work of this Bid Package consists of the Work as shown and indicated on the Drawings and in the Project Manual. The Work is not restricted by division of drawings or specifications. Unless otherwise specifically noted, all Work to be performed shall consist of labor, materials, tools, equipment, supervision, insurance, bond, applicable taxes and all other associated provisions necessary to provide and install the complete scope of work of the Electrical Contract in its entirety in strict accordance with the Contract Documents.
- 2.6.2. Provide all Work as defined under the column heading “ELECTRICAL” in the table titled “ASSIGNMENT OF RESPONSIBILITY OF WORK” included herein in its entirety in strict accordance with the Project Manual and Drawings.
- 2.6.3. Electrical Prime Contractor shall abide by and adhere to the General Trades Prime Contractor’s “EMERGENCY SAFETY PLAN” in its entirety.
- 2.6.4. Electrical Prime Contractor shall washout all concrete trucks in the concrete washout pit constructed by the General Trades Prime Contractor. Should a concrete truck inadvertently washout anywhere else on-site, the receiving Contractor shall immediately clean- up the concrete debris and restore the area to its pre-existing or better condition at no additional cost to the Owner.

- 2.6.5. Electrical Prime Contractor shall be responsible for inspection of scaffolding systems installed under the Electrical Contract in strict accordance with OSHA regulations and safe scaffolding procedures.
- 2.6.6. Electrical Prime Contractor shall provide any and all additional framing and or support devices related to materials and or equipment installed as a part of the Electrical Contract that is NOT specifically shown on the Drawings, but is required to complete its installation. Electrical Prime Contractor shall be responsible for any and all additional framing associated with variances from the approved list of manufacturers for Work performed as a part of the Electrical Contract.
- 2.6.7. Electrical Prime Contractor shall touch-up all damaged primer paint and or applied fireproofing caused by the installation of materials installed as a part of the Electrical Contract.
- 2.6.8. Electrical Prime Contractor shall provide all blocking and or backing material required for the proper installation of Work provided as a part of the Electrical Contract NOT shown on the Drawings.
- 2.6.9. Electrical Prime Contractor shall have a representative on-site to coordinate and layout with the General Trades Prime Contractor any electrical penetrations through any type of wall, ceiling or structure provided as a part of the General Trades Contract. Location, size, and layout of penetration(s) shall be provided by the Electrical Prime Contractor. Failure on the part of the Electrical Prime Contractor to coordinate any penetration necessary to complete electrical work shall become the responsibility of the Electrical Prime Contractor to provide.
- 2.6.10. Failure on the part of the Electrical Prime Contractor to provide all required sleeves and or penetration Work in a timely manner so as not to adversely impact Work performed as a part of the General Trades Contract may result in the Electrical Prime Contractor being responsible for all core drilling and subsequent penetration Work required to complete Electrical Prime Contractor's Work. Any damage cause by such activities shall be the responsibility of the Electrical Prime Contractor to repair at no additional cost to the Owner.
- 2.6.11. Electrical Prime Contractor shall provide all electrical systems and final connections Work related to the Quil Ceda Creek Counseling as a part of the General Trades Contract including all supervision as necessary to assure a smooth and complete installation.
- 2.6.12. Electrical Prime Contractor shall arrange, coordinate and install the final connections of electrical systems service to appliances and equipment provided as a part of other Prime Contracts.
- 2.6.13. Electrical Prime Contractor shall provide all required access panel(s) related to Work provided as a part of the Electrical Contract.

- 2.6.14. Electrical Prime Contractor shall provide all insulation, caulking and or firestopping related to Work installed as a part of the Electrical Contract. All insulation, caulking and or firestopping Work required on, around, or within Work performed as a part of another Prime Contractor's scope of work shall be provided by that Prime Contractor and is specifically excluded from the Electrical Contract.
- 2.6.15. Electrical Prime Contractor shall provide all excavation, trenching and backfill Work related to electrical Work provided as a part of the Electrical Contract in strict accordance with the Contract Documents.
- 2.6.16. Electrical Prime Contractor shall remove and properly dispose of any and all spoils created from excavation Work performed as a part of the Electrical Contract.
- 2.6.17. Electrical Prime Contractor shall provide all equipment pads, housekeeping pads and supports Work as required for equipment provided as a part of the Electrical Contract. Electrical Prime Contractor shall seal all concrete equipment pads with an appropriate sealer material prior to placing equipment.
- 2.6.18. Electrical Prime Contractor shall coordinate the location of all electrical systems-related through-metal deck penetrations with the General Trades Prime Contractor. Electrical Prime Contractor shall cut the opening in the metal deck and install all Electrical Contract Work. General Trades Prime Contractor shall provide flashings, if required, compatible with roofing systems provided as a part of the General Trades Contract for all penetrations and roof curbs shown on the Drawings and provided by all trades to make the roofing system watertight and warrantable.
- 2.6.19. Electrical Prime Contractor shall coordinate with and provide required information to the HVAC Prime Contractor in a timely manner so that the HVAC Prime Contractor can efficiently and effectively prepare coordination drawings.
- 2.6.20. Electrical Prime Contractor shall ensure that the electrical requirements for any equipment provided as a part of other Prime Contracts coordinates with the electrical services scheduled to be provided for the equipment by the Electrical Prime Contractor prior to the rough-in Work being performed. All other Prime Contractors shall furnish a complete copy of all product data requiring an electrical service to the Electrical Prime Contractor for their review and coordination of Work.

- 2.6.21. It shall be understood that final finishes (e.g., finish paint, tile, floor coverings, etc.) will be installed prior to the completion of all succeeding Electrical Contract Work. Electrical Prime Contractor shall provide adequate protection of finishes, if not already provided by another Prime Contractor, to prevent incidental and or accidental damage caused in the performance of Work performed as a part of the Electrical Contract. Method of protection shall be coordinated with the Construction Manager prior to commencement of succeeding Electrical Contract Work. Protection may include protective coverings (e.g., plywood, cardboard, paper, masonite, etc.), as well as, strict adherence to the daily cleaning requirements. Electrical Prime Contractor shall provide, maintain and remove any protective coverings installed as a part of the Electrical Contract.
- 2.6.22. Technology Cabling, Telephone Equipment, Network Electronics, Video Systems and Security Systems are being bid under separate bid packages to the Owner. Electrical Prime Contractor shall provide all conduit, junction boxes, pull strings and rough-in Work complete related to these systems and shown on the Electrical Drawings. The future Technology Cabling, Telephone Equipment, Network Electronics, Video Systems and Security Systems Contractors will be responsible for pulling wire, installing equipment, final hookups and testing. Electrical Prime Contractor shall provide plastic bushings on all open conduits.
- 2.6.23. Electrical Prime Contractor shall provide all electrical service Work complete to the building.
- 2.6.24. Electrical Prime Contractor shall not install any exposed conduit and or raceways anywhere in the building unless noted otherwise in the Contract Documents. It is the Electrical Prime Contractor's responsibility to coordinate and Work with the General Trades Prime Contractor while their work is ongoing to ensure all required conduits and or raceways are installed in a concealed manner. Electrical Prime Contractor shall be responsible for any missed conduits or boxes to correct and properly install.

SOILS EROSION SURVEY

Location: _____

Date of Survey: _____

Survey By: _____

Note: Surveys shall be conducted every 7 days or as soon as possible after a 0.5" or greater rainfall.

TEMPORARY STABILIZATION

All disturbed areas that will lie dormant for 45 days or longer must be stabilized within 7 days of the date that the area becomes inactive. Areas within 50 feet of a stream must be stabilized within 2 days of inactivity.

- A.** Dormant, disturbed areas stabilized in their entirety? Yes _____ No _____
B. Disturbed areas outside silt fence seeded or mulched? Yes _____ No _____
C. Stockpiles that will sit 45 days or longer stabilized? Yes _____ No _____
D. Seed or mulch blown away? Yes _____ No _____

Findings: _____

CONSTRUCTION ENTRANCES

If there is not a paved access road, a stone access road should be installed at every point where vehicles enter or exit the project site.

- A.** Construction drive required on the project? Yes _____ No _____
(if yes, proceed to B->D)
B. Designed and installed properly? Yes _____ No _____
C. Construction drive maintained (stone reapplied if needed)? Yes _____ No _____
D. Truck tracking mud onto the pavement? Yes _____ No _____

Findings: _____

SEDIMENT PONDS

Includes sediment ponds and sediment traps. Sediment trap is appropriate for contributing drainage acres up to 10 acres. Sediment pond is appropriate if the contributing area is greater than 10 acres.

- A.** Sediment traps / ponds required on the project? Yes _____ No _____
(if yes, proceed to B->D)
B. Designed and installed properly? Yes _____ No _____
C. Concentrated flows directed to pond? Yes _____ No _____
D. Sediment ponds maintained? Yes _____ No _____

Findings: _____

SILT FENCES

Used at the perimeter of a disturbed area.

- A. Silt fence required on the project and installed properly? Yes _____ No _____
(if yes, proceed to B->C)
- B. Silt fence maintained (no gaps, tears or rips)? Yes _____ No _____
- C. Additional perimeter silt fencing needed? Yes _____ No _____

Findings: _____

INLET PROTECTION

Installed at yard drains and curb drains where these inlets do not drain to a sediment trap or basin.

- A. Inlet protection required on the project and installed properly? Yes _____ No _____
(if yes, proceed to B->C)
- B. Inlet protection maintained (no sages, tears or rips)? Yes _____ No _____
- C. Additional inlet protection needed? Yes _____ No _____

Findings: _____

PERMANENT STABILIZATION

All areas at final grade must be permanently stabilized with seed or mulch within 7 days of reaching final grade.

- A. Areas at final grade? Yes _____ No _____
(if yes, proceed to B->E)
- B. Soil properly prepared to accept permanent seeding? Yes _____ No _____
- C. Riprap placed under storm water outlets to prevent scouring? Yes _____ No _____
- D. Riprap placed in ditch bottom (if needed)? Yes _____ No _____
- E. Soil erosion evident? Yes _____ No _____

Findings: _____

NON-SEDIMENT POLLUTION CONTROL

- A. Concrete wash down area designated? Yes _____ No _____
- B. Fuel tanks and drums contained? Yes _____ No _____
- C. Streets swept to keep clean and free from sediment? Yes _____ No _____
- D. Stock piles away from streams? Yes _____ No _____

Findings: _____

PROJECT COORDINATION

Part 1 – General

1.1. REQUIREMENTS INCLUDED

- 1.1.1. This section specifies minimum administrative and supervisory requirements necessary for coordination on the project to be collectively fulfilled by Contractor.
- 1.1.2. Where applicable, each contractor performing work on the project shall participate in these coordination requirements, even though certain areas of responsibility are assigned to a specific contractor.
- 1.1.3. Progress Meetings, Coordination Meetings and Pre-Installation Conferences are included in Section 012000 – PROJECT MEETINGS.
- 1.1.4. Requirements for Contractor's Construction Schedule are included in Section 01310 – CONSTRUCTION SCHEDULES.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 008400 – MILESTONE SCHEDULE FOR CONSTRUCTION.
- 1.2.3. Section 010100 – SCOPE OF WORK.
- 1.2.4. Section 012000 – PROJECT MEETINGS.
- 1.2.5. Section 013100 – CONSTRUCTION SCHEDULES.
- 1.2.6. Section 013400 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.

1.3. COORDINATION

- 1.3.1. Contractor shall coordinate its construction activities with the Construction Manager to assure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations included under different sections of the specifications that are dependent upon each other for proper installation, connection and operation.
 - 1.3.1.1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

- 1.3.1.2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- 1.3.1.3. Make adequate provisions to accommodate items scheduled for later installation.
- 1.3.1.4. Where necessary, prepare a memoranda for distribution to each entity involved outlining special procedures required for coordination. Include such items as required notices, reports and attendance at meetings.
- 1.3.1.5. Prepare similar memoranda for the Construction Manager and separate contractors where coordination of their Work is required.
- 1.3.1.6. Coordination requirements also apply to changes in the work resulting from field directives, change orders, etc.
- 1.3.2. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.
- 1.3.3. Each contractor performing work on the project shall refer to the project construction schedule for information regarding the overall sequence of Work.

1.4. SUBMITTALS

- 1.4.1. Staff Names: Within ten (10) days after receipt of Notice of Intent to Proceed, submit a list of Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities, list their addresses and telephone numbers to the Construction Manager. Contractor's Superintendent shall be responsible for supervision of Work only and shall not participate in the performance of the Work.
- 1.4.2. Post copies of the list in the Project meeting room, Contractor's temporary field office, and at each temporary telephone.
- 1.4.3. It shall be the requirement of Contractor to identify any changes in such staff submissions, assignments, addresses and telephone numbers within ten (10) days of said change by providing a copy of same to the Construction Manager and to post such changes in the specified locations.

PART 2 – PRODUCTS

2.1. Coordination Drawings

- 2.1.1. The Mechanical / Plumbing contractor shall prepare ¼" = 1'-0" base drawings for coordination purposes. Drawings will include plans with visible existing structure (accuracy of structural sizes and locations to be reviewed and field verified by all contractors) and all mechanical work with elevation information to locate all ductwork, VAV's, hangers and other equipment that is part of their work. The Mechanical / Plumbing contractor will provide the drawings in AutoCAD 2000 compatible format to all other related contractors for use in preparation of coordination drawings of their work.
- 2.1.2. Each related contractor shall prepare coordination drawings locating their work including (but not limited to) piping, conduit, sprinkler head locations, ceilings, structure and lighting. Each related contractor shall also document the following existing information as applicable and where these items are to remain:
 - 2.1.2.1. Plumbing: Plumbing equipment including water, sanitary, gas and storm piping.
 - 2.1.2.2. Mechanical: Mechanical equipment including ductwork and piping.
 - 2.1.2.3. Electrical: Electrical equipment including conduit, wiring and junction boxes.
 - 2.1.2.4. Fire Alarm: Fire Alarm equipment including conduit, wiring and junction boxes.
 - 2.1.2.5. Fire Protection: Fire protection equipment, piping, sprinkler heads and hangers.
- 2.1.3. Location of equipment and structure is approximate. Final locations of new equipment shall be field verified and coordinated in the field at the time of installation.
- 2.1.4. Each related contractor shall submit their coordination files in AutoCAD 2000 compatible format to the Mechanical / Plumbing contractor for inclusion in master coordination drawings.
 - 2.1.4.1. Each related contractor can obtain electronic copies of drawings in AutoCAD 2000 format from the Architect. See Specification Section 017200 – PROJECT RECORD DOCUMENTS for information regarding obtaining electronic copies of drawings.
- 2.1.5. It is the Mechanical / Plumbing contractor's responsibility to compile and distribute master coordination drawings to each related contractor, Contractor, Construction Manager, Architect and Engineer for preliminary review during coordination meeting.

- 2.1.6. Finalized coordination drawings will be submitted by the Mechanical / Plumbing contractor as dictated by submittal requirements.
- 2.1.7. If any contractor performing work on the project fails to properly complete their responsibilities concerning coordination drawings it may result in reinstallation of previously installed work at no additional cost to the Owner.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 010410

APPLICATIONS FOR PAYMENT

PART 1 – General

1.1. RELATED REQUIREMENTS

- 1.1.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.1.2. Section 008400 – MILESTONE SCHEDULE FOR CONSTRUCTION.
- 1.1.3. Section 013100 – CONSTRUCTION SCHEDULES
- 1.1.4. Section 013400 – SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA AND SAMPLES.

1.2. SUMMARY

- 1.2.1. This Section specifies administrative and procedural requirements governing Contractor's Applications for Payment.
 - 1.2.1.1. Coordinate the Schedule of Values and Applications for Payment with Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
 - 1.2.1.2. The Project Construction Schedule will be the basis of the schedule of values. Each task set forth in the construction schedule will become a line item in Contractor's schedule of values.
- 1.2.2. Requirements for Contractor's Construction Schedule and Submittal Schedule are included in Section 013100 – CONSTRUCTION SCHEDULES.

1.3. PROCEDURES

- 1.3.1. Payments will be processed in accordance with General Conditions Article 9 – APPLICATIONS FOR PAYMENT and as follows:
 - 1.3.1.1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and Architect and paid for by the Owner.
 - 1.3.1.1.1. The initial Application for Payment, the Application for Payment at time of Contract Completion, and the final Application for Payment involve additional requirements.

- 1.3.1.2. Payment Application Deadlines: Final copies of Pay Applications are due on the last business day of each month. Draft copies are to be reviewed by the Architect and Construction Manager at least five days prior to the submission of the final pay application. This schedule may be revised for the purpose of expediting this process.
- 1.3.1.3. Application Preparation:
 - 1.3.1.3.1. Contractor shall prepare and submit pencil copy concurrently to the Architect and Construction Manager for review and comment.
 - 1.3.1.3.2. Contractor shall prepare final Pay Application on AIA Document G702, supported by AIA Document G703, continuation sheet as noted on the approved pencil copy.
- 1.3.1.4. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1.3.1.4.1. Executed Contract.
 - 1.3.1.4.2. List of Contractor's staff assignments.
 - 1.3.1.4.3. Copies of permits required to be obtained by Contractor.
 - 1.3.1.4.4. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 1.3.1.4.5. Certificates of insurance and insurance policies.
 - 1.3.1.4.6. Bonds.
 - 1.3.1.4.7. MSDS sheets.
 - 1.3.1.4.8. Project specific Corporate Safety Manual.
 - 1.3.1.4.9. Detailed breakdown of Hourly Labor Rates for all classifications of labor to be used on the project.
 - 1.3.1.4.10. Completed and signed Interim Waiver and Release of Claims form.
 - 1.3.1.4.11. Completed and signed Interim Waiver and Release of Claims form(s) from all primary and secondary lower tier subcontractors and or suppliers.
- 1.3.1.5. Progress Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the progress Application for Payment include the following:

- 1.3.1.5.1. Completed and signed Interim Waiver and Release of Claims form.
- 1.3.1.5.2. Completed and signed Interim Waiver and Release of Claims form(s) from all primary and secondary lower tier subcontractors and or suppliers.
- 1.3.1.6. Final Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1.3.1.6.1. Completed and signed Final Waiver and Release of Claims form.
 - 1.3.1.6.2. Completed and signed Final Waiver and Release of Claims form(s) from all primary and secondary lower tier subcontractors and or suppliers.
- 1.3.1.7. Application for Payment after establishment of GMP, if applicable: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment after establishment of GMP include the following:
 - 1.3.1.7.1. Contract Cost Breakdown.
 - 1.3.1.7.2. Contractor's Construction Schedule.
 - 1.3.1.7.3. Submittal schedule.

END OF SECTION 011520

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1. RELATED REQUIREMENTS

- 1.1.1. Drawings and General Provisions of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.2. SUMMARY

- 1.2.1. This section specifies minimum administrative and procedural requirements for handling and processing Contract modifications, i.e., Change Orders.
- 1.2.2. See Division 01 Section 010200 – Allowances for procedural requirements for handling and processing allowances.
- 1.2.3. See Division 01 Section 010280 – Unit Prices for administrative requirements for using unit prices.

1.3. MINOR CHANGES IN THE WORK

- 1.3.1. Architect, with prior concurrence of the Construction Manager, will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, “Architect’s Supplemental Instructions.”

1.4. PROPOSAL REQUESTS

- 1.4.1. Owner-Initiated Proposal Requests: Architect, with prior concurrence of the Construction Manager, will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1.4.1.1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 1.4.1.2. After receipt of Proposal Request Contractor shall submit a quotation within time specified in Proposal Request estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - 1.4.1.2.1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- 1.4.1.2.2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 1.4.1.2.3. Include costs of labor and supervision directly attributable to the change.
 - 1.4.1.2.4. Include an update of Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 1.4.2. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect and Construction Manager.
- 1.4.2.1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 1.4.2.2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 1.4.2.3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 1.4.2.4. Include costs of labor and supervision directly attributable to the change.
 - 1.4.2.5. Include an update of Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 1.4.2.6. Comply with requirements in Division 01 Section 016000 – Product Requirements if the proposed change requires substitution of one product or system for product or system specified.
- 1.4.3. Proposal Request Form: Use AIA Document G709 for Proposal Requests or other acceptable format as approved by the Construction Manager.

1.5. ALLOWANCES

- 1.5.1. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

- 1.5.1.1. Include installation costs in purchase amount only where indicated as part of the allowance.
- 1.5.1.2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
- 1.5.1.3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
- 1.5.1.4. Construction Manager reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- 1.5.2. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Construction Manager will reject claims submitted later than 21 days after such authorization.
 - 1.5.2.1. Do not include Contractor's or other contractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 - 1.5.2.2. No change to Contractor's indirect expense is permitted for selection of higher-or-lower-priced materials or systems of the same scope and nature as originally indicated.

1.6. CHANGE ORDER PROCEDURES

- 1.6.1. On Construction Manager's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on [AIA Document G701](#).

1.7. CONSTRUCTION CHANGE DIRECTIVE

- 1.7.1. Construction Change Directive: Architect may issue a Construction Change Directive, only after receiving concurrence of the Construction Manager, on [AIA Document G714](#). Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1.7.1.1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- 1.7.2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Milestone Schedule.
- 1.1.2. Procedures for preparation, development and updating of CONSTRUCTION SCHEDULE.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 008400 – MILESTONE SCHEDULE FOR CONSTRUCTION
- 1.2.3. Section 010100 – SCOPE OF WORK
- 1.2.4. Section 013400 - SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA, AND SAMPLES

1.3. MILESTONE SCHEDULE

- 1.3.1. The Construction Manager has prepared a milestone schedule for construction. The milestone schedule is hereby made a part of the Bid and Contract documents. See Section 008400 – MILESTONE SCHEDULE FOR CONSTRUCTION for specific schedule details. The schedule includes critical milestones that must be met in order to reasonably complete the Project by the specified Contract completion date and for the coordination of Contractor's and all other contractors' Work. Upon issuance of the Notice to Proceed the overall Project Construction Schedule shall be prepared in accordance with the following.

1.4. CONSTRUCTION SCHEDULE

- 1.4.1. The Construction Schedule network plan including any appropriate milestone dates and computer produced reports shall be made a part of the Owner / Contractor agreement as stipulated herein.
- 1.4.2. Contractor shall develop and prepare a network plan and the Construction Schedule for the Project.
- 1.4.3. The purpose of the plan and schedule shall provide for reasonable, efficient and economical performance of the work by Contractor and all other contractors, and to assist the Construction Manager in monitoring the progress of the work and evaluating proposed changes to the Contract and schedule.

- 1.4.4. The Project management tool commonly called the Critical Path Method (CPM) will be employed for the planning, scheduling and reporting of all Work to be performed under the Contract. The precedence diagramming method shall be utilized in preparing the Construction Schedule network diagrams. Primavera's Suretrak or similar computer generated scheduling program shall be used by Contractor to computerize the Construction Schedule network.
- 1.4.5. Contractor and all other contractors shall be aware there may be Work performed by other Contractors under separate Contract with the Owner which will run concurrent or subsequent to work of this Contract. The Construction Schedule will reflect the major interfaces between the Work of this Contract, if any, and the concurrent and succeeding Work of other contracts.
- 1.4.6. The Construction Manager may request modifications to the Construction Schedule to provide interface points for other contracts for this Project.
- 1.4.7. Activity time delays shall not automatically mean that an extension of the interim milestone completion date(s) and or Contract Completion date is warranted or due Contractor. A Contract Change Order or delay may not affect the existing critical path activities or cause non-critical activities to become critical. A Contract Change Order or delay may result in only absorbing a part of the available total float that may exist within an activity chain on the network, thereby not causing any affect on any interim milestone date or the Contract Completion date.

1.5. INITIAL SUBMITTAL AND NETWORK PREPARATION

- 1.5.1. To the extent necessary for Contractor to reflect in a computerized CPM Schedule network diagram, all contractors shall furnish information requested and required by Contractor and shall be prepared to meet with and assist Contractor in the preparation of the Construction Schedule.
- 1.5.2. Within fifteen (15) days after Notice to Proceed Contractor shall submit a proposed Construction Schedule to the Construction Manager.
- 1.5.3. Contractor's proposed Construction Schedule shall include, without limitation, the following information.
 - 1.5.3.1. A graphic presentation of the sequence of Contractor's Work which includes, without limitation, Contractor's manpower, material and financial resource loading curve;
 - 1.5.3.2. Shop Drawing review and approval, product procurement, fabrication, shop inspection, and delivery dates including lead times;
 - 1.5.3.3. Each phase of the Work, including Punch List, Project close-out requirements, Contract Completion and occupancy;

- 1.5.3.4. Milestone dates that are required by the Contract Documents;
- 1.5.3.5. List of predecessor and successor activities for each identified work activity.
- 1.5.3.6. List of proposed work durations for Construction Activities identified in working days. Proposed durations assigned to each activity shall reflect Contractor's best estimate of time required to complete each activity considering the scope and resources planned for the activity.
- 1.5.3.7. List of proposed durations for major procurement items identified in working days.
- 1.5.3.8. Disruptions and or shutdowns required to other operations, facilities and functions, if any, to allow the performance of Contractor's Work.
- 1.5.4. In preparing the manual precedence diagram, Contractor will be responsible for assuring that any and all contractor work, as well as his own work, is included and that the Construction Schedule shows a coordinated plan of Work.
- 1.5.5. The manually prepared precedence diagram, when fully developed, will show the sequence and interdependence of activities required for complete performance of all Work under all of the contracts. In developing the precedence diagram, the work will be divided into activities with a maximum duration of twenty (20) working days each, unless otherwise directed by the Construction Manager, except for non-construction activities such as procurement of materials, delivery of equipment, and concrete curing.
- 1.5.6. Failure by Contractor to include any element of work required for performance of the Contract shall not excuse Contractor from completing all Work within the specified Contract milestone or completion date(s).
- 1.5.7. Seasonal weather conditions will be considered in the planning and scheduling of all work influenced by high or low ambient temperatures to insure the completion of all Contract Work within the specified Contract milestone and completion date(s).

1.6. REVIEW AND APPROVAL

- 1.6.1. Within ten (10) days after receipt of the computer produced Construction Schedule and reports provided by Contractor, the Construction Manager will meet with Contractor, if required, for a joint review, correction and or adjustment of the proposed plan and schedule. After this joint meeting, the computer produced Construction Schedule and reports will be revised in accordance with agreements reached during the joint review.

- 1.6.2. Upon establishment of an agreed upon Construction Schedule, Contractor will sign the Construction Schedule network drawings and computer produced reports, which will then indicate acceptance and approval of the Project schedule, sequence of activities and times for completion. Final review by the Construction Manager will take place after Contractor has approved and signed off the Construction Schedule.

1.7. SCHEDULE UPDATING AND REVISIONS

- 1.7.1. The approved Project Construction Schedule will be updated by Contractor at least once a month for the purpose of recording and monitoring the progress of work.
- 1.7.2. Upon completion of joint reviews, Contractor will revise the network to reflect progress to date plus any approved revisions to the network, and carry out a computer calculation to determine status which will then be provided to the Construction Manager and each contractor.
- 1.7.3. Based on the result of the progress update, when the schedule no longer represents the actual prosecution and progress of the Work, a revision to the schedule logic sequence and the precedence diagram may be required by Contractor or requested by another contractor.
- 1.7.4. Contractor may also request revisions to the logic sequence and precedence diagram in the event his planning for the Project is revised. If Contractor desires to make changes in the approved Project Construction Schedule to reflect revisions in his method of operating and scheduling, he shall notify the Construction Manager in writing stating the reasons for the proposed revision.
- 1.7.5. All reasonable requests by a contractor for revisions to the Project Construction Schedule will be implemented by Contractor if not reasonably objected to by either Contractor or other contractors.
- 1.7.6. Construction Manager directed revisions to the schedule will not be implemented without notice being given to Contractor, who shall respond in writing within ten (10) days, either agreeing with the Construction Manager's proposed revision or setting forth justification why it should not be accomplished. If Contractor's justification for not accomplishing the change is reasonable, such change will not be implemented. Failure on the part of Contractor to respond within the stated time period shall constitute acceptance of the schedule revision at no additional cost to the Owner.
- 1.7.7. Updating the schedule to reflect actual progress made up to the date of an update shall not be considered revisions to logic sequence and schedule; in case of disagreements concerning actual progress to date, the Construction Manager's determination shall govern.

- 1.7.8. Each updated Project Construction Schedule will be distributed to each contractor for review and comment.
- 1.7.9. If a contractor does not record any exceptions to the published Project Construction Schedule update within ten (10) days of its receipt, he will be deemed to have accepted and approved it without conditions and or reservations.

1.8. RESPONSIBILITY FOR COMPLETION

- 1.8.1. Contractor shall furnish sufficient forces, supervision, plant and equipment, and shall work such hours as necessary including, without limitation, night shift and overtime operations, to ensure the prosecution of the Work is completed in accordance with the approved Construction Schedule. If, in the opinion of the Construction Manager, Contractor falls behind in their obligations to meet the Construction Schedule, Contractor shall take whatever steps as may be necessary to improve his progress to gain compliance to the Construction Schedule. Failing to do so the Construction Manager may require Contractor to increase the hours of work, the number of shifts, overtime operations and or the amount of construction plant and equipment without additional cost to the Owner in an effort to gain compliance to the Construction Schedule. Any and all additional expenses incurred by the Owner in an effort to gain compliance to the Construction Schedule by Contractor will be deducted from the amount due Contractor. Provisions of this section shall not be construed as prohibiting work on Saturdays, Sundays and holidays if Contractor so elects and if approved by the Construction Manager which approval shall not be unreasonably withheld.
- 1.8.2. Failure on the part of Contractor to fully comply with the requirements as set forth herein shall be used as a basis for determination by the Construction Manager or Owner that Contractor is not prosecuting the Work with the necessary diligence so as to complete the Work within the time specified in the Contract Documents. Upon such determination, the Owner may elect to pursue their rights to prosecute the Work and backcharge Contractor in accordance with the provisions of the General Conditions or take such other action as the Owner may deem appropriate.
- 1.8.3. It shall be the responsibility of the each contractor to maintain their progress so as not to delay the progress of the Project or the progress of other contractors. If either Contractor or other contractors delays the progress of the Project or the progress of any other contractor, it shall be the responsibility of contractor causing the delay to increase the number of shifts, days of work, and or to the extent permitted by law, to institute or increase overtime operations all without additional cost to the Owner to regain time lost and to maintain the overall completion schedule. Each contractor is required by virtue of this Contract to cooperate in every way possible with all other contractors in order to maintain the scheduled milestone date(s) and Contract Completion date. No additional compensation will be considered for such cooperation.

SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA AND SAMPLES

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. This section specifies minimum administrative and supervisory requirements necessary for preparation and submittal of Shop Drawings, Product Data, and Samples.
- 1.1.2. Contractor review and approval, and distribution of copies.

1.2. SUMMARY

- 1.2.1. Section Includes: Administrative and procedural requirements for submittals required for performance of the Work, including the following.
 - 1.2.1.1. Action Submittals
 - 1.2.1.1.1. Shop drawings
 - 1.2.1.1.2. Samples
 - 1.2.1.2. Informational / Quality Assurances / Control Submittals
 - 1.2.1.2.1. Product data
 - 1.2.1.2.2. Qualification data
 - 1.2.1.2.3. Certifications
 - 1.2.1.2.4. Test reports
 - 1.2.1.2.5. Maintenance data
 - 1.2.1.2.6. Design data
 - 1.2.1.2.7. Manufacturer's instructions
 - 1.2.1.2.8. Manufacturer's field reports

1.3. RELATED REQUIREMENTS

- 1.3.1. Drawings and general provisions of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.3.2. Section 013100 – CONSTRUCTION SCHEDULES.
- 1.3.3. Section 017200 – PROJECT RECORD DOCUMENTS.

1.3.4. Section 017300 – OPERATION AND MAINTENANCE DATA.

1.4. DEFINITIONS

- 1.4.1. Action Submittals: Written and graphic information that requires Architect / Engineer's responsive action.
- 1.4.2. Informational / Quality Assurance / Control Submittals: Written information that does not require Architect / Engineer's approval. Submittals may be rejected for not complying with requirements.

1.5. SUBMITTAL PROCEDURE

- 1.5.1. General: Refer to Article 3.12 – Shop Drawings, Product Data and Samples of the General Conditions.
- 1.5.2. Submittals shall be submitted directly to the Architect for review.
- 1.5.3. Contractor and all subcontractors on this Project shall provide submittals in accordance with the requirements of this Section. Where a submittal is required by a contractor but assistance needed from others, each contractor shall participate and cooperate to expedite each submittal. Coordinate preparation and processing of submittals with performance of construction activities.
 - 1.5.3.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 1.5.3.2. Coordinate transmittal of different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 1.5.3.2.1. Architect / Engineer reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.5.4. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of Contractor for whom the subcontractor is executing the Work to see that the submittal items required are complete and properly submitted, and corrected and resubmitted at the time and in the order required so as not to delay the progress of the Work. Submittals shall be made through Contractor.
 - 1.5.4.1. Submittal Schedule: Comply with requirements of Section 013100 – CONSTRUCTION SCHEDULE for list of submittals and time requirements for scheduled performance of related construction activities.

- 1.5.5. Contractor shall check shop drawings, samples, and other submittals and submit them to the Architect with a letter of transmittal giving his approval, comments, and suggestions.
 - 1.5.5.1. Each transmittal shall include the following information:
 - 1.5.5.1.1. Date submitted.
 - 1.5.5.1.2. Project title and number.
 - 1.5.5.1.3. Contractor's name and address.
 - 1.5.5.1.4. Identification by Specification Section, drawing number and detail references, as appropriate, and quantity submitted for each submittal.
 - 1.5.5.1.5. Name and address of subcontractor, manufacturer, and supplier.
 - 1.5.5.1.6. Notification of deviations from the Contract Documents for each submittal.
 - 1.5.5.1.6.1. Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
 - 1.5.5.1.7. Contractor's written approval marked on each submittal.
- 1.5.6. Contractor shall prepare, review, and stamp with his approval and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work or in the Work of another Contractor, submittals required by these Contract Documents or subsequently required by modifications.
- 1.5.7. Contractor shall prepare for his use on this project a SHOP DRAWING STAMP containing the following:
- 1.5.8. THE TULALIP TRIBES
- 1.5.9. Contractor approves and submits these shop drawings and samples and thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents and with work of other Contractors.
- 1.5.10. Date
- 1.5.11. Contractor
- 1.5.12. Specification Section Contract No. Submittal No.

- 1.5.13. The above stamp shall be affixed by Contractor to all shop drawings and data submitted by Contractor thus indicating that Contractor has thoroughly reviewed same and approves of their content. Drawings not stamped in this manner will be returned to Contractor, as "NOT REVIEWED" for resubmission and no action shall be taken.
- 1.5.14. The Architect / Engineer shall review and take action on submittals with reasonable promptness, so as to cause no delay in the progress. A reasonable period of time in accordance with approved project schedule for review of and action taken on submittals shall be as specified herein, but in no case shall it be less than 15 days from the time it is received by the Architect / Engineer until the time the submittal is marked and forwarded or returned. Contractor shall allow enough time for submittal review, including time for resubmittals, as follows:
- 1.5.14.1. Initial Review: Allow 15 days for initial review of each submittal, unless otherwise noted. Allow additional time if processing must be delayed to permit coordination with subsequent submittals or where concurrent review is required. Architect / Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- 1.5.14.2. Concurrent Review: Where concurrent review of submittals by Architect / Engineer's team, consultants, Owner, other parties is required, allow 21 days for initial review of each submittal.
- 1.5.14.3. Allow 15 days for processing each resubmittal.
- 1.5.14.4. No extension of the Contract Time shall be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

PART 2 – PRODUCTS

2.1. ACTION SUBMITTALS

- 2.1.1. General: Prepare and submit Action Submittals required by individual specification sections.
- 2.1.2. Shop Drawings: Prepare project specific information, drawn accurately to scale. Do not base shop drawings on reproductions of the Contract Documents or standard printed data.
 - 2.1.2.1. Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect / Engineer. Such Work shall be in accordance with approved submittals.
 - 2.1.2.2. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
 - 2.1.2.2.1. AutoCAD Drawings: Floppy disk copy of Drawings may be available from the Architect / Engineer. Contractors requiring this service must contact the Architect / Engineer to verify availability. Cost to obtain AutoCAD Drawings will be \$50.00 per Drawing, payable to the Architect / Engineer. Request for floppy disk copy should be addressed to the Project Architect with a completed copy of disclaimer form.
 - 2.1.2.2.1.1. Refer to Section 013440 – DISCLAIMER FOR USE OF ELECTRONIC PRODUCTION DRAWING FILES.
 - 2.1.2.3. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are prepared by Contractor or subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Do not base shop drawings on reproduction of the Contract Documents.
 - 2.1.2.3.1. Advertising brochures will not be accepted as shop drawings.
 - 2.1.2.3.2. Erection and setting drawings as referred to in these Specifications will be considered as shop drawings and shall be submitted along with detailed shop drawings.
 - 2.1.2.3.3. Where schedules are required to indicate locations, they shall be submitted as part of the shop drawings package for that item.

- 2.1.2.3.4. Shop drawings and schedules shall repeat the identification shown on the Contract Drawings.
- 2.1.2.3.5. Contractor shall check all shop drawings, samples and other submittals and submit them to the Architect / Engineer utilizing a Transmittal Form, giving his approval and or comments and suggestions. Failure to use a Transmittal Form will result in submittals being returned “WITHOUT ACTION”.
- 2.1.2.3.6. Include the following information:
 - 2.1.2.3.6.1. Dimensions
 - 2.1.2.3.6.2. Identification of products and materials included by sheet and detail number
 - 2.1.2.3.6.3. Compliance with specified standards
 - 2.1.2.3.6.4. Notation of coordination requirements
 - 2.1.2.3.6.5. Notation of dimensions established by field measurements
 - 2.1.2.3.6.6. Fabrication and installation drawings
 - 2.1.2.3.6.7. Roughing-in and setting diagrams
 - 2.1.2.3.6.8. Wiring diagrams showing field installed wiring, including power, signal, and control wiring
 - 2.1.2.3.6.9. Shop work manufacturing instructions
 - 2.1.2.3.6.10. Templates and patterns
 - 2.1.2.3.6.11. Schedules
 - 2.1.2.3.6.12. Design calculations
- 2.1.2.4. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, and similar information to distinguish it from other submittals. Show Contractor’s executed review and approval marking and provide space for Architect / Engineer’s “ACTION” marking. Package each submittal appropriately for transmittal and handling. Submittals that are received by the Architect / Engineer from sources other than through Contractor will be returned “WITHOUT ACTION”.

- 2.1.2.5. By approving and submitting shop drawings, Contractor thereby represents that he has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents prior to submitting to the Architect / Engineer. Submittals that are received by the Architect / Engineer from sources other than through Contractor will be returned without review requiring resubmittal.
- 2.1.2.6. Contractor shall make corrections required by the Architect / Engineer and shall resubmit the required number of corrected copies of shop drawings until appropriately marked. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect / Engineer on previous submissions.
- 2.1.2.7. The Architect / Engineer will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect / Engineer's review of a separate item shall not indicate review of an assembly in which the item functions.
- 2.1.2.7.1. Only shop drawings, product data, and samples marked "NO EXCEPTIONS TAKEN" or "NOTE MARKINGS" shall be considered "FINAL" and used in conjunction with the work of this Project.
- 2.1.2.8. The Architect / Engineer's review of shop drawings shall not relieve Contractor of responsibility for any deviation from the requirements of the Contract Documents unless Contractor has informed the Architect / Engineer in writing of such deviation at the time of submission and the Architect / Engineer has given written approval to the specific deviation, nor shall the Architect / Engineer's action relieve Contractor from responsibility for errors or omissions in the shop drawings.
- 2.1.2.8.1. The Architect / Engineer's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities, or for substantiating instructions or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents. The Architect / Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect / Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect / Engineer's approval of a specific item shall not indicate approval of an assembly of which it is a component.

- 2.1.2.9. Notations and remarks added to shop drawings by the Architect / Engineer are to ensure compliance to Drawings and Specifications and do not imply a requested or approved change to Contract cost.
- 2.1.2.10. Should deviations, discrepancies, or conflicts between shop and Contract drawings and Specifications be discovered, either prior to or after review, Contract Documents shall control and be followed.
- 2.1.2.11. The following number of shop drawings and product data submittals shall be made on this Project. Where an insufficient number of copies are submitted, no action will be taken until the proper numbers of copies have been received. Additional copies beyond the number required will be discarded.
- 2.1.2.12. Contractor shall submit one (1) reproducible and three (3) prints of all shop drawings.
 - 2.1.2.12.1. Distribution
 - 2.1.2.12.1.1. 2 copies – Architect
 - 2.1.2.12.1.2. 1 copy for Consultant, if applicable
 - 2.1.2.12.1.3. 1 copy – Construction Manager
 - 2.1.2.12.1.4. 1 copy – Contractor
- 2.1.2.13. Shop drawings not requested by the Architect / Engineer shall be returned without action.
- 2.1.2.14. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:
 - 2.1.2.14.1. "NO EXCEPTIONS TAKEN" Copies will be distributed as indicated under above schedule.
 - 2.1.2.14.2. "NOTE MARKINGS / CONFIRM" – Final Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
 - 2.1.2.14.2.1. Where the confirm box is checked, Contractor shall submit a letter, on company letterhead, stating Contractor shall perform work in accordance with markings. In lieu of letter, Contractor may resubmit corrected shop drawings.

- 2.1.2.14.3. "NOTE MARKINGS / RESUBMIT" – Contractor may proceed with fabrication, taking into account the necessary corrections. Corrected shop drawings shall be resubmitted before fabrication of this work is complete to obtain a different action marking. Do not allow drawings marked "RESUBMIT" to be used in connection with installation of the Work.
- 2.1.2.14.4. "REJECTED" – Contractor shall be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect / Engineer according to preceding Paragraphs a. or b.
- 2.1.2.15. Where resubmittal is required, 3 copies will be marked up and so noted of which the following distribution shall be made:
 - 2.1.2.15.1. One (1) copy will be retained for Architect / Engineer 's file
 - 2.1.2.15.2. One (1) copy – Construction Manager
 - 2.1.2.15.3. One (1) copy will be returned with corrections.
- 2.1.3. Samples: Prepare physical units of materials or products, including the following:
 - 2.1.3.1. Contractor shall submit to the Architect / Engineer samples to illustrate materials or workmanship, colors, and textures, and establish standards by which the Work will be judged.
 - 2.1.3.2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - 2.1.3.2.1. Number of Samples for Initial Selection: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect / Engineer will return submittal with options selected.
 - 2.1.3.3. Samples for Verification: Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 2.1.3.3.1. Number of Samples for Verification: Submit 3 sets of samples. Architect / Engineer and Construction Manager will retain sample sets, unless otherwise noted.

- 2.1.3.3.1.1. Contractor shall receive written notification.
- 2.1.3.3.2. Disposition: Maintain sets of approved samples at project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 2.1.3.3.2.1. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such samples must be in an undamaged condition at time of use.
- 2.1.3.3.2.2. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 2.1.3.3.3. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect / Engineer's sample. Include the following:
 - 2.1.3.3.3.1. Specification Section number and reference.
 - 2.1.3.3.3.2. Generic description of the sample.
 - 2.1.3.3.3.3. Sample source.
 - 2.1.3.3.3.4. Product name or name of the manufacturer.
 - 2.1.3.3.3.5. Compliance with recognized standards.
 - 2.1.3.3.3.6. Availability and delivery time.
- 2.1.3.3.4. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 2.1.3.3.4.1. Where variation in color, pattern, texture, and other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - 2.1.3.3.4.2. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.
- 2.1.3.4. By approving and submitting samples, Contractor thereby represents that he has determined and verified materials, catalog numbers, and similar data, and that he has checked and coordinated each sample with the requirements of the Work and of the Contract Documents prior to submitting to the Architect / Engineer.

- 2.1.3.5. Contractor shall resubmit the required number of correct or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted samples to revisions other than the changes requested by the Architect / Engineer on previous submissions.
- 2.1.3.6. The Architect / Engineer will review samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect / Engineer's review of a separate item shall not indicate approval of an assembly in which the item functions.
- 2.1.3.7. The Architect / Engineer's action shall not relieve Contractor of responsibility for deviations from the requirements of the Contract Documents unless Contractor has informed the Architect / Engineer in writing of the deviation at the time of submission and the Architect / Engineer has given written approval to the specific deviation, nor shall the Architect / Engineer's action relieve Contractor from responsibility for errors or omissions in the samples.
- 2.1.3.8. Unless otherwise specified, samples shall be in triplicate and of adequate size to show function, equality, type, color, range, finish, and texture of material. When requested full technical information and certified test data shall be supplied.
 - 2.1.3.8.1. Each sample shall be labeled, bearing material name and quality, Contractor's name, date, project name, and other pertinent data.
 - 2.1.3.8.2. Transportation charges to and from the Architect / Engineer's office must be prepaid on samples forwarded. Samples shall be retained by the Architect / Engineer until the Work for which they were submitted has been accepted.
- 2.1.3.9. Materials shall not be ordered until final review is received in writing from the Architect / Engineer. Materials shall be furnished, equal in every respect to reviewed samples. Where color or shade cannot be guaranteed, the manufacturer shall indicate the maximum deviation. Work shall be in accordance with the final reviewed samples.

2.2. INFORMATIONAL / QUALITY ASSURANCE / CONTROL SUBMITTALS

- 2.2.1. General: Prepare and submit informational submittals required by other Specification Sections.
 - 2.2.1.1. Number of Copies: Submit 3 copies of each submittal, unless otherwise indicated. Architect / Engineer will not return copies.

- 2.2.1.2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.
- 2.2.1.3. Test and Inspection Reports: Comply with requirements in Section 014500 – QUALITY CONTROL.
- 2.2.2. Product Data: Collect information into a single submittal for each element of construction or system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 2.2.2.1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information, as applicable:
 - 2.2.2.1.1. Manufacturer's printed recommendations
 - 2.2.2.1.2. Manufacturer's product specifications
 - 2.2.2.1.3. Manufacturer's installation instructions
 - 2.2.2.1.4. Standard color charts
 - 2.2.2.1.5. Manufacturer's catalog cuts
 - 2.2.2.1.6. Wiring diagrams showing factory installed wiring
 - 2.2.2.1.7. Operational range diagrams
 - 2.2.2.1.8. Standard product operating and maintenance manuals
 - 2.2.2.1.9. Compliance with trade association standards.
 - 2.2.2.1.10. Compliance with recognized testing agency standards.
 - 2.2.2.1.11. Application of testing agency labels and seals.
 - 2.2.2.1.12. Notation of dimensions verified by field measurement.
 - 2.2.2.1.13. Notation of coordination requirements.
 - 2.2.2.2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

- 2.2.2.2.1. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
- 2.2.2.3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 2.2.2.3.1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - 2.2.2.3.2. Do not permit use of unmarked copies of Product Data in connection with construction.
- 2.2.2.4. In compliance with the OSHA Hazard Communication Standard Contractor shall post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, Contractor shall turn their "MSDS" information directly over to the Owner with a receipt for the Owner to sign. A copy of the signed receipt only shall be submitted to the Architect / Engineer.
 - 2.2.2.4.1. Material Safety Data Sheets (MSDS) shall not be submitted to the Architect / Engineer for review. Material Safety Data Sheets submitted to Architect / Engineer will be returned with no action taken.
- 2.2.3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Architect / Engineer and Owners, and other information specified.
- 2.2.4. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- 2.2.5. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- 2.2.6. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific project.

- 2.2.7. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- 2.2.8. Material/Product Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- 2.2.9. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- 2.2.10. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- 2.2.11. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- 2.2.12. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- 2.2.13. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - 2.2.13.1. Test reports shall be no older than 15 months, unless otherwise noted or approved by Architect / Engineer.
- 2.2.14. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Section 017000 – CLOSEOUT REQUIREMENTS and Section 017300 – OPERATION AND MAINTENANCE DATA.
- 2.2.15. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumption and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2.16. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

- 2.2.16.1. Preparation of substrates
- 2.2.16.2. Required substrate tolerances
- 2.2.16.3. Sequence of installation or erection
- 2.2.16.4. Required installation tolerances
- 2.2.16.5. Required adjustments
- 2.2.16.6. Recommendations for cleaning and protection

2.2.17. Manufacturer's Field Reports: Prepare written information documenting factory authorized service representative's tests and inspections. Include the following, as applicable:

- 2.2.17.1. Name, address, and telephone number of factory authorized service representative making report.
- 2.2.17.2. Statement on condition of substrates and their acceptability for installation of product.
- 2.2.17.3. Statement that products at project site comply with requirements.
- 2.2.17.4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
- 2.2.17.5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 2.2.17.6. Statement whether conditions, products, and installation will affect warranty.
- 2.2.17.7. Other required items indicated in individual Specification Sections.

2.2.18. List of Subcontractors, Suppliers and Manufacturers

- 2.2.18.1. Contractor shall submit, to the Architect, a list of Contractors, subcontractors, suppliers and manufacturers furnishing and installing materials and products specified on this Project. The list shall be complete with names, street addresses, city, state, and zip code. List shall be complete, including requested subcontractors, suppliers and manufacturers and model numbers of equipment on which the bid is based on.
- 2.2.18.2. In addition to the names of subcontractors, suppliers, and manufacturers, Contractor shall be aware of the required dates that shop drawings and samples are to be submitted for approval and the critical date for delivery. Dates submitted for shop drawings and samples shall be realistic and be coordinated with the Progress Schedule for critical dates that affect the progress of construction. **ALL SHOP DRAWINGS / SUBMITTALS ARE REQUIRED TO BE SUBMITTED WITHIN 15 DAYS OF NOTICE TO PROCEED.**

2.2.19. Accidents

- 2.2.19.1. Contractor shall notify the Construction Manager of any personal injury that could require medical treatment and / or fatality within 8 hours of the accident of any Contractor's or his Subcontractor's employees at the project site. Also, any damage to property arising in connection with Contractor's performance should be told to the Construction Manager as promptly as possible after the occurrence of such injury or damage, but at the maximum, 24 hours. Within forty-eight (48) hours of such occurrence, Contractor shall furnish to the Construction Manager a complete written report of such injury or damage. Accident Reports shall include specific actions taken by Contractor to preclude recurrence of similar incidents.

2.2.20. Emergency Data

- 2.2.20.1. Each Contractor shall provide the Construction Manager with the following emergency data prior to beginning work at the project site:
 - 2.2.20.1.1. Emergency care facilities to be utilized, address, and telephone number.
 - 2.2.20.1.2. Insurance Company and local agent / name, address and telephone number.
 - 2.2.20.1.3. Detailed description of overall corporation or company safety program.

- 2.2.20.1.4. Employees qualified in any type of first aid, list employee and associated skill.
- 2.2.20.1.5. Detailed description of specifically tailored jobsite safety program.
- 2.2.20.1.6. Identify corporate and jobsite safety officer.
- 2.2.20.1.7. Submit weekly TOOL BOX SAFETY TALK program / meeting minutes including:
 - 2.2.20.1.7.1. Day of week
 - 2.2.20.1.7.2. Time of day
 - 2.2.20.1.7.3. Location
 - 2.2.20.1.7.4. Attendance record
 - 2.2.20.1.7.5. Agenda
 - 2.2.20.1.7.6. Unsafe items previously discussed, date of correction
 - 2.2.20.1.7.7. Identify on-site personnel with FIRST AID training
- 2.2.20.1.8. All applicable MSDS Program Sheets (Include numbered pages and table of contents).
- 2.2.20.1.9. Submit completed hazardous substance survey form.
- 2.2.20.1.10. Review project "Emergency Response Plan" with Construction Manager.
- 2.2.21. Fire Protection Plan
 - 2.2.21.1. Fire hose, piping, and water source, in addition to general area fire extinguishers shall be provided by Contractor. However, where necessary, each contractor must supply approved type fire extinguisher for emergency use within his own immediate area of operation, including Contractor's office, tool, and storage enclosures. Contractor will be responsible to submit a fire protection plan. Contractor will be responsible to coordinate the fire protection plan with the local authorities.

PART 3 – EXECUTION

3.1. CONTRACTOR’S REVIEW

- 3.1.1. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect / Engineer.

3.2. ARCHITECT’S ACTION

- 3.2.1. General: Architect / Engineer will not review submittals that do not bear Contractor’s approval stamp and will return them without action.
- 3.2.2. Action Submittals: Architect / Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it.
- 3.2.3. Informational / Quality Assurance / Control Submittals: Architect / Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect / Engineer will forward each submittal to appropriate party.
- 3.2.4. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- 3.2.5. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013400

DISCLAIMER FOR USE OF ELECTRONIC PRODUCTION DRAWING FILES

_____ does hereby acknowledge that, upon receipt of this
(Name of Contractor)
signed disclaimer and payment of the fees, Architect / Engineer will deliver to them Electronic
Production Drawing file(s) for Drawing(s) No.: _____

These Electronic Production Drawing file(s) shall be used by said Contractor solely for preparing
shop drawings to coordinate and expedite said Contractor's work for the _____

(Name and Address of Owner, Project, and Location)
and for no other purpose. Said Contractor shall make no alterations whatsoever to the Electronic
Production Drawing file(s) without the prior written consent and at the direction of Architect /
Engineer.

The Electronic Production Drawing file(s) and the Drawing(s) shall not be assigned to, and the
personal property physically embodying the Electronic Production Drawing file(s) and the
Drawing(s) shall not be delivered to or used by, any third party, except an agent of said Contractor,
who shall be subject to all the terms and conditions of this disclaimer. ARCHITECT / ENGINEER
MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE QUALITY OR
CONTENT OF INFORMATION CONTAINED IN THESE AUTOCAD FILE(S) OR OF
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT SHALL NOT BE
LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF
USE OF THESE FILE(S). Said Contractor agrees to indemnify and hold Architect / Engineer and
the Tulalip Tribes of Washington harmless from all damages, liabilities, or costs, including
reasonable attorney's fees and costs, that it may incur arising out of or resulting from said
Contractor's use of these Electronic Production Drawing file(s).

Accepted:

(Name of Contractor)

By: _____

Title: _____

Date: _____

Electronic File Format: (Please indicate the requested file type below.)

_____.dwg – AutoCAD 2000 compatible drawing format

_____.pdf – Adobe Acrobat (portable document format)

Preferred Media:

E-Mail: _____ E-Mail Address: _____

CD-ROM: _____

THIS FORM MUST BE RECEIVED WITH AN ORIGINAL SIGNATURE, ALONG WITH
PAYMENT, BEFORE THE FILES WILL BE ISSUED TO CONTRACTOR.

CONTRACT COST BREAKDOWN

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. This section specifies minimum administrative and supervisory requirements necessary for preparation and submittal of Contractor's Contract Cost Breakdown.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 010100 – SCOPE OF WORK
- 1.2.3. Section 011520 – APPLICATIONS FOR PAYMENT

1.3. FORMAT

- 1.3.1. To be submitted on AIA Document G702, supported by AIA Document G703, continuation sheets or similar type documents.
- 1.3.2. Identify each line item by number and title of major Specification Section.

1.4. CONTENT

- 1.4.1. For each major line item, list sub-values of products or operations under the item.
- 1.4.2. For the various portions of the Work:
 - 1.4.2.1. Each item shall include a directly proportional amount of Contractor's overhead and profit.
 - 1.4.2.2. For items on which progress will be requested for stored materials, breakdown the value into:
 - 1.4.2.2.1. The cost of the materials, delivered and unloaded, with taxes paid.
 - 1.4.2.2.2. The total installed value.
 - 1.4.2.3. Submit a "Sub-Schedule" of unit costs and quantities for each separate stage of Work with unit values for the materials broken down into:
 - 1.4.2.3.1. Cost of the material, delivered and unloaded at the site, with taxes paid.

1.4.2.3.2. Installation costs, including Contractor's overhead and profit.

1.4.2.4. The installed unit volume multiplied by the quantity listed shall equal the cost of that item in the Contract Cost Breakdown.

1.5. CONTRACT COST BREAKDOWN

1.5.1. Contractor shall coordinate preparation of its Contract Cost Breakdown with preparation of Contractor's Construction Schedule.

1.5.1.1. Correlate line items in the Contract Cost Breakdown with other required administrative schedules and forms, including:

1.5.1.1.1. Contractor's Construction Schedule.

1.5.1.1.2. Application for Payment form.

1.5.1.1.3. List of subcontractors.

1.5.1.1.4. Schedule of alternates.

1.5.1.1.5. List of products.

1.5.1.1.6. List of principal suppliers and fabricators.

1.5.1.1.7. Schedule of submittals.

1.5.1.2. Submit the Contract Cost Breakdown within ten (10) days of Notice to Proceed.

1.5.1.3. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

1.5.2. Format and Content:

1.5.2.1. Identification: Include the following Project identification on the Contract Cost Breakdown:

1.5.2.1.1. Project name and location.

1.5.2.1.2. Name of the Architect.

1.5.2.1.3. Project number.

1.5.2.1.4. Contractor's name and address.

1.5.2.1.5. Date of submittal.

- 1.5.2.2. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- 1.5.2.3. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- 1.5.2.4. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Contract Cost Breakdown for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 1.5.2.5. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Contract Cost Breakdown and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 - 1.5.2.5.1. At Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Contract Cost Breakdown or distributed as general overhead expense.
- 1.5.2.6. Schedule Updating: Update and resubmit the Contract Cost Breakdown when Change Orders result in a change in the Contract Sum.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1. Within ten (10) days after Notice to Proceed, Contractor's Contract Cost Breakdown shall be submitted to the Construction Manager on the AIA Application for Payment Forms or other similar documents.

- 3.1.1. Each column to be totaled at the bottom with the final total matching the contract price including all accepted alternates and contract allowances.

3.2. In addition to Contractor's construction activities, the Contract Cost Breakdown must include the following line items with the associated percentage of the contract value allocated to that activity:

- 3.2.1. Progress Meeting Attendance – not less than 5 percent of Contract or more than \$30,000.00. Money will be deducted from this line item on an as needed basis, if Contractor fails to attend the scheduled progress meeting(s).
- 3.2.2. Record Drawing Updates – 1 percent.
- 3.2.3. Specified Training.
- 3.2.4. Bonds, insurance, permits and tests.
- 3.2.5. Mobilization.
- 3.2.6. Demobilization.
- 3.2.7. Submittals – not less than 5 percent of Contract or more than \$50,000.00. Payment against this line item will not occur until all required submittals have been submitted by Contractor.
- 3.2.8. Daily clean up – equal to the cost of two (2) men for one (1) full day, for each week, for the duration of the Contract. Money will be deducted from this line item on an as needed basis, if Contractor fails to perform cleaning as stated in Section 015600 – CONSTRUCTION CLEANING.
- 3.2.9. Final Cleaning in an amount equal to 0.5 percent of Contract.
- 3.2.10. Punchlist completion in the amount of 2 percent of the Contract, but not less than \$1,000.00 or more than \$50,000.00.
- 3.2.11. Closeout in an amount equal to 1 percent of the Contract, but not less than \$1,000.00 or more than \$50,000.00.
- 3.2.12. HVAC testing, adjusting and balancing.

3.3. The Contract Cost Breakdown must be approved by the Construction Manager and Architect prior to receipt of any progress payments.

- 3.4. After approval by the Architect and Construction Manager no changes shall be permitted to the Contract Cost Breakdown. Approved Contract Change Orders and or Construction Change Directives shall be added at the end of the breakdown.**

END OF SECTION 013700

QUALITY CONTROL

PART 1 – GENERAL

1.1. RELATED REQUIREMENTS

- 1.1.1. Drawings and General Provisions of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to Work of this Section.
- 1.1.2. Section 010500 – FIELD ENGINEERING.
- 1.1.3. Section 014510 – TESTING LABORATORY SERVICE.

1.2. SUMMARY

- 1.2.1. This Section includes Contractor's responsibilities of quality control services and extent of quality control services to be performed.
- 1.2.2. Definitions: Quality control services include inspections and tests, and actions related thereto including reports, but do not include contract enforcement activities performed directly by Architect / Engineer. Quality control services include those inspections and tests and related actions performed by independent agencies and governing actions performed by independent agencies and governing authorities, as well as directly by Contractor.
 - 1.2.2.1. Testing service is required to immediately notify Construction Manager of discrepancies observed in the Work performed and to be performed to the Contract Documents.
- 1.2.3. Inspections, tests, and related actions specified in this Section and elsewhere in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate compliance with requirements of Contract Documents.
- 1.2.4. Requirements for quality control services by Contractor, as requested or to be requested by Architect / Engineer, Owner, governing authorities, or other authorized entities are not limited by provisions of this Section.
- 1.2.5. Contractor shall review and become familiar with the requirements of the General and Special Conditions covering the provisions for testing of the Work.

1.3. RESPONSIBILITIES

- 1.3.1. Contractor shall coordinate with independent testing agency performing inspections, tests, and quality control services.

- 1.3.1.1. The Construction Manager will schedule services of independent testing agency to perform services so specified.
- 1.3.1.2. Owner will pay for quality control services specified.
- 1.3.2. Retest Responsibility: Where results of required inspection, test, or similar service are unsatisfactory (i.e., do not indicate compliance of related work with requirements of Contract Documents), retests are responsibility of Contractor. Retesting of work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original work.
- 1.3.3. Responsibility for Associated Services: Contractor is required to cooperate with independent agencies performing required inspections, tests, and similar services. Provide auxiliary services as reasonably requested, including access to work, the taking of samples or assistance with the taking of samples, delivery of samples to test laboratories, and security and protection for samples and test equipment at project site.
- 1.3.4. Coordination: Contractor and each engaged independent agency performing inspections, tests, and similar services for project are required to coordinate and sequence activities so as to accommodate required services with minimum delay of work and without the need for removal / replacement of work to accommodate inspections and tests. Scheduling of times for inspections, tests, taking of samples, and similar activities is Contractor's responsibility through the Construction Manager.
- 1.3.5. As it applies to Work being performed as part of this Contract sampling and testing is required for the following Sections of Work and shall be performed by an independent testing lab and paid for by the Owner.
 - 1.3.5.1. Section 023000 – Earthwork: Soil testing and inspection service during earthwork operations for subgrades, engineered fill, and caisson bearing.
 - 1.3.5.2. Section 027450 – Bituminous Concrete Pavement: Quality control testing of uncompacted asphalt concrete mix and in place compacted pavement.
 - 1.3.5.3. Section 033000 – Cast-In-Place Concrete: Inspection of reinforcing steel placement.
 - 1.3.5.4. Section 033000 – Cast In Place Concrete: Field quality control of concrete.
 - 1.3.5.5. Section 033000 – Cast In Place Concrete: Tests for concrete materials and mix design tests.
 - 1.3.5.6. Section 033000 – Cast-In-Place Concrete: Testing of FF/FL floor tolerances.

- 1.3.5.7. Section 040600 – Masonry Mortar: Field quality control of mortar.
- 1.3.5.8. Section 040700 – Masonry Grout: Field quality control of grout.
- 1.3.5.9. Section 042000 – Masonry Units: Field quality control of unit masonry and masonry assemblies, and reinforcing placement.
- 1.3.5.10. Section 051000 – Structural Metal Framing: Field quality control for welds.
- 1.3.5.11. Section 051000 – Structural Metal Framing: Field quality control for high strength steel torqued bolted connections.
- 1.3.5.12. Section 051000 – Structural Metal Framing: Field quality control for structural steel alignment.
- 1.3.5.13. Section 078100 – Applied Fireproofing: For quality control for applied fireproofing.
- 1.3.5.14. Section 078110 – Intumescent Fireproofing.
- 1.3.5.15. Section 099100 – Paints: Field quality control for painting.
- 1.3.6. Contractor shall submit to the Architect / Engineer for review, the names and addresses of testing laboratories to be used by Contractor in making their required inspections, sampling, and testing as outlined herein or other tests that may be required by the Contract Documents and not covered herein. Testing laboratories must have sufficient experience in making the inspections, sampling, or testing they will be required to complete. Where sufficient evidence or knowledge of the testing laboratory is not available, the Construction Manager shall have the right to require Contractor to use the same testing lab selected by the Owner or to submit names of other laboratories that will be acceptable to the Architect and the Owner at no additional cost to the Owner.
- 1.3.7. Test procedures to be used shall be submitted for approval of the Architect / Engineer where other than those specified are recommended by the testing agency.

1.4. QUALIFICATION OF LABORATORY

- 1.4.1. Refer to Section 014510 – TESTING LABORATORY SERVICE for requirements.

1.5. SUBMITTALS

- 1.5.1. Submit 2 copies of test reports directly to the Architect from the approved testing services, with one copy each to Contractor and Construction Manager.

1.6. SOIL COMPACTION TESTING

1.6.1. Contractor shall cooperate and coordinate with the soil testing and inspection service for quality control testing during earthwork operations as follows:

1.6.1.1. Field density test reports.

1.6.1.2. One optimum moisture-maximum density curve for each type of soil encountered.

1.6.1.3. Contractor shall arrange for soil testing and inspection service to be on the site for observation and testing during times when the following operations are being performed.

1.6.1.3.1. Proofrolling.

1.6.1.3.2. Compaction of subgrades and fill. During compaction operations, Contractor shall carefully monitor existing foundations to detect possible foundation movements. If movement is detected, Work shall be stopped and the Architect and the Construction Manager immediately notified.

1.6.2. Percentage of Maximum Density Requirements: Provide not less than following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place.

1.6.2.1. Foundations: Compact top 12 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent of a modified Proctor ([ASTM method D1557](#)).

1.6.2.2. Building Slabs and Steps: Compact top 12 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent of a modified Proctor (ASTM method D1557).

1.6.2.3. Lawn, Unpaved Areas, and Borrow Pit: Compact top 6 inches of subgrade and each 8 inch layer of backfill or fill material to 85 percent of a modified Proctor (ASTM method D1557).

1.6.2.4. Walkways: Compact top 6 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent of a modified Proctor (ASTM method D1557).

1.6.2.5. Pavements: Compact top 12 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent of a modified Proctor (ASTM method D1557).

1.6.2.6. Underground Utilities: Provide the preceding requirements for the respective utility location(s).

1.6.2.7. Storm Piping Outside Building

1.6.2.7.1. Bedding shall begin by placing 4 to 6 inch bedding of the approved backfill material and compacting to 95 percent of a modified Proctor (ASTM method D1557). The width of the bedding shall be the diameter of the pipe plus 2 feet.

1.6.2.7.2. Haunching shall consist of placing the approved backfill material to the spring line of the pipe and compacting to 95 percent of a modified Proctor (ASTM method D1557). This lift shall not exceed 9 inches loose. The pipe bedding and flow line shall not be disturbed as a result of the haunching operation.

1.6.2.7.3. Initial backfill shall consist of placing the approved backfill material to the top of the pipe and compacting to 95 percent of a modified Proctor (ASTM method D1557). This lift shall not exceed 9 inches loose. Crushed or buckled pipe as a result of the backfilling operations will be removed and replaced with no additional payment.

1.6.2.7.4. Initial backfill shall continue in 6 inch lifts with the approval backfill material to a depth of 12 inches above the pipe.

1.6.2.7.5. Finish backfilling of the trench shall consist of placing the approved backfill or material from the trench excavation in 6 inch lifts to the grade of the trench. Finish backfilling within paved areas shall continue to the base of the compacted aggregate with the approved backfill material.

1.6.2.8. Retaining Walls: Compact each 8 inch layer of backfill or fill material to 95 percent of a modified Proctor (ASTM method D1557).

1.6.3. Quality Control Testing During Construction: Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon. Tests of subgrades and fill layers will be taken as follows:

1.6.3.1. Footing Subgrade: For each strata of soil on which footings will be placed, conduct at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to Architect / Engineer, except that a minimum of one test shall be performed for each 15,000 square feet of building area.

1.6.3.2. Paved Areas and Building Slab Subgrade: Make at least one field density test of subgrade for every 2,000 square feet of paved area or building slab, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 2,000 square feet of overlaying building slab or paved area, but in no case less than 3 tests.

- 1.6.3.3. Foundation and Retaining Wall Backfill: Take at least 2 field density tests, at locations and elevations as directed.
- 1.6.3.4. Trench Backfill: For each compacted backfill layer make at least one field density test between each drainage structure if the distance between drainage structures is less than 100 feet. Make a field density test for every 100 feet between each drainage structure if the distance between drainage structures is greater than 100 feet.
- 1.6.4. If, in the opinion of the Architect, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, additional compaction work and testing shall be provided by Contractor for the Section of Work involved at no additional expense to the Owner, until subgrades or fills meet or exceed specified density.

1.7. BITUMINOUS PAVING TESTING

- 1.7.1. Contractor shall cooperate and coordinate with the testing laboratory to perform field inspection of the pavement work, unless specifically noted otherwise.
- 1.7.2. Field quality control testing shall be performed during paving operations. Perform the following sampling and testing of asphalt concrete mixtures for quality control during paving operations. Record the locations where samples are taken to correlate with subsequent testing.
- 1.7.3. Test uncompacted asphalt concrete mix and report the following:
 - 1.7.3.1. Sampling: AASHTO T168 ([ASTM D979](#)).
 - 1.7.3.2. Asphalt Cement Content: [AASHTO T164](#) ([ASTM D2172](#)).
 - 1.7.3.3. Perform at least one initial test for paving, unless otherwise specified or directed.
- 1.7.4. Test in place, compacted pavement for density and thickness, as herein specified. For testing in-place density and thickness perform five (5) tests for each 400 tons or fraction thereof, unless otherwise specified or directed.
- 1.7.5. Contractor shall pay for and perform additional Work and testing as may be required if any of the previous tests indicate insufficient values or if directed by the Architect. Continue Work and testing until specified values have been attained.
- 1.7.6. Asphalt concrete material not complying with specified requirements will not be acceptable. Contractor shall repair or remove and replace defective paving as directed by the Architect, at no additional cost to the Owner.

1.8. INSPECTION OF REINFORCING STEEL PLACEMENT

1.8.1. Contractor shall cooperate and coordinate with the testing laboratory to perform field inspection of the placement of reinforcing steel prior to, and in some specified instances during the placement of concrete in all reinforced concrete structures, unless specifically noted otherwise.

1.8.2. Inspection shall include the following:

1.8.2.1. All Structures:

1.8.2.1.1. Size of all reinforcing bars.

1.8.2.1.2. Measurement of bar laps.

1.8.2.1.3. Spacing of reinforcing bars.

1.8.2.1.4. Measurement of reinforcing concrete cover.

1.8.2.1.5. Adequacy of reinforcement ties to prevent movement during concrete placement.

1.8.2.1.6. Placement of reinforcing chairs, bolsters, and concrete blocks supporting reinforcement.

1.8.2.1.7. Condition of reinforcing free of corrosion scale, grease, oil, and other foreign materials which would reduce bond of concrete to reinforcement.

1.8.2.2. Slabs-on-Grade:

1.8.2.2.1. Nominal size of welded wire fabric.

1.8.2.2.2. Measurement of fabric lap.

1.8.2.2.3. Type, size, and spacing of supports for welded wire fabric.

1.8.2.2.4. Adequacy of maintaining welded wire fabric in correct position during the concrete placement. If concrete workers walk on fabric during concrete placement fabric shall be lifted back in to correct position prior to set of concrete. (THE TESTING LABORATORY SHALL BE PRESENT DURING THE PLACEMENT OF SLABS-ON-GRADE WHICH USE WELDED WIRE FABRIC OR REINFORCING STEEL BARS).

1.8.2.2.5. Slabs-on-grade with fibrous reinforcement do not require this inspection.

- 1.8.3. Report inspection results in writing to the Architect, the Construction Manager, and Contractor the same day or within a reasonable time period that tests are made. Reports shall indicate the specific structural items inspected and the location, with column grid references, where possible to clearly identify the inspected items.
- 1.8.4. Additional Inspections: Where inspections indicate deficiencies and concrete placement is made prior to the correction and retesting of these deficiencies or where concrete placement of any structural item is made without this required inspection, the testing laboratory shall conduct additional tests, including concrete coring, magnetic detection devices, sonic testing devices, and other methods as required to verify the conformance of the reinforcing steel placement to the Contract Documents. Contractor shall pay for such inspections conducted and other additional inspections as may be required when unacceptable or uninspected reinforcing steel placement is verified.

1.9. CONCRETE TESTING

- 1.9.1. Contractor shall cooperate and coordinate with the testing laboratory to perform field quality control testing during concrete work under Division 3.
- 1.9.2. Quality Control Testing During Construction: Perform sampling and testing for field quality control during the placement of concrete, as follows:
 - 1.9.2.1. Sampling Fresh Concrete: [ASTM C172](#), except modified for slump to comply with [ASTM C94](#).
 - 1.9.2.2. Slump: [ASTM C143](#), one test for each concrete load at point of discharge, and one for each set of compressive strength test specimens.
 - 1.9.2.3. Air Content: [ASTM C231](#), pressure method; one for every other concrete load at point of discharge or when the indication of change requires.
 - 1.9.2.4. Compression Test Specimens: [ASTM C31](#), one set of 4 standard cylinders for each compressive strength test, unless otherwise directed.
 - 1.9.2.4.1. Cast and store 4 cylinders for laboratory cured test specimens and as specified in ASTM C31.
 - 1.9.2.5. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below and when 80 degrees F. and above; and each time a set of compressive test specimens is made.
 - 1.9.2.6. Compressive Strength Tests: [ASTM C39](#), one set for each 100 cubic yards or fraction thereof, of each mix design placed in a day or for each 5,000 square feet of surface area placed; 1 specimen (lab cured) tested at 7 days, 2 specimens (lab cured) tested at 28 days, and 1 specimen (lab cured) retained in reserve for later testing if required.

- 1.9.2.6.1. When the frequency of testing will provide less than 5 strength tests for a given mix design, conduct testing strength tests for a given mix design from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
- 1.9.2.6.2. When the total quantity of a given mix design of concrete is less than 50 cubic yards, the strength tests may be waived by the local authority having jurisdiction (AHJ) if, in his judgment, adequate evidence of satisfactory strength is provided.
- 1.9.2.6.3. When the strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- 1.9.3. Report test results in writing to the Architect, the Construction Manager, Contractor, and ready-mix supplier on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, type and amount of fibrous reinforcement, compressive breaking strength, and type of break for both 7 day tests and 28 day tests.
- 1.9.4. Additional Tests: The testing service will make additional tests of in-place concrete, as directed by the Architect, when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with [ASTM C42](#) or by load testing specified in ACI 318 or other acceptable nondestructive testing methods, as directed. Contractor shall pay for such tests conducted and other additional testing as may be required, when unacceptable concrete is verified.
- 1.9.5. Evaluation of Quality Control Tests: Do not use concrete delivered to the final point of placement which has slump or total air content outside the specified values.
 - 1.9.5.1. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the averages of all sets of 3 consecutive compressive strength tests results equal or exceed the 28 day design compressive strength of the type or class of concrete; and no individual strength test falls below the required compressive strength by more than 500 psi.

1.9.5.2. Strength tests of specimens cured under field conditions may be required by the Architect to check the adequacy of curing and protecting of the concrete placed. Specimens shall be molded by the field quality control laboratory at the same time and from the same samples as the laboratory cured specimens.

1.9.5.2.1. Provide improved means and procedures for protecting concrete when the 28 day compressive strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders.

1.9.5.2.2. When laboratory cured cylinder strengths are appreciably higher than the minimum required compressive strength, field cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85 percent criterion is not met.

1.9.5.2.3. If individual tests of laboratory cured specimen produce strengths more than 500 psi below the required minimum compressive strength or if tests of field cured cylinders indicates deficiencies in protection and curing, provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low-strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question may be required.

1.9.5.3. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests will be considered deficient in strength.

1.9.6. Deficient concrete shall be removed and replaced by Contractor without additional cost to the Owner.

1.10. CONCRETE MATERIALS AND MIX DESIGN

1.10.1. Concrete Materials and Mix Design: Contractor shall provide the following in conformance with the requirements of Section 033000 – CAST IN PLACE CONCRETE.

1.10.1.1. Ready mixed concrete shall be mixed and delivered in accordance with ASTM C94.

1.10.1.2. Product Data: Submit 3 copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures, bonding agents, water stops, joint systems, chemical floor hardeners, and dry shake finish materials.

1.10.1.3. Laboratory Test Reports: Submit 2 copies of laboratory test reports for concrete materials and mix design tests. The Architect's review will be for general information only. Production of concrete to comply with specified requirements is Contractor's responsibility.

1.10.1.4. Mix Design: Submit 3 copies of concrete mix designs for each type of mix required by the Concrete Schedule indicating the amount of each ingredient (by weight) in one cubic yard of concrete, the calculated water / cement ratio, and the slump, two weeks prior to placement of concrete.

1.10.2. Tests for Concrete Materials

1.10.2.1. For normal weight concrete, test aggregates by the methods of sampling and testing of [ASTM C33](#).

1.10.2.2. For light weight concrete, test aggregates by the methods of sampling and testing of [ASTM C330](#).

1.10.2.2.1. For Portland cement, sample the cement and determine the properties by the methods of test of ASTM C33.

1.10.2.3. Submit written reports for each material sampled and tested, prior to the start of Work. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.

1.10.3. Submit signed statement from ready-mix plant that concrete furnished for the Project will exactly conform to the approved design mixes.

1.11. TESTS FOR FF/FL: Refer to Section 033000 – CAST-IN-PLACE.

1.12. TESTS FOR MORTAR

1.12.1. Contractor shall cooperate with a separate testing laboratory to perform field quality control testing during the masonry work, unless specifically noted otherwise.

1.12.2. For colored and noncolored mortars test for compressive strength by the methods of sampling and testing of [ASTM C109](#) and [ASTM C780](#).

1.12.2.1. Provide a minimum of one set of cubes for testing per 5,000 square feet of masonry wall construction and as directed by Architect.

- 1.12.3. Submit written reports for each material sampled and tested. Provide the project identification name and number, date of report, name of contractor, name of testing service, source of aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- 1.12.4. If the compressive strength tests fail to meet the minimum requirements specified, the mortar represented by such tests will be considered deficient in strength.
- 1.12.5. Deficient mortar shall be removed and replaced by Contractor without additional cost to the Owner.

1.13. TESTS FOR GROUT

- 1.13.1. Contractor shall cooperate with a separate testing laboratory to perform field quality control testing during the masonry work, unless specifically noted otherwise.
- 1.13.2. Grout for filling reinforced or unreinforced concrete masonry cores or brick cavities test for compressive strength by methods as described in Section 042000 – UNIT MASONRY.
 - 1.13.2.1. Provide a minimum of one set of 3 test specimens for testing per 5000 square feet of masonry wall construction or for each ready mix truck load of grout and as directed by the Architect.
- 1.13.3. Submit written reports for each material sampled and tested. Provide the project identification name and number, date of report, name of Contractor, name of testing service, source of aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, specific location where material represented by sample is used, slump and compression test results. Indicate whether or not material is acceptable for intended use.
- 1.13.4. If the compressive strength tests fail to meet the minimum requirements specified, the grout represented by such tests shall be considered deficient in strength.
- 1.13.5. Deficient grout shall be removed and replaced by Contractor without additional cost to the Owner.

1.14. TESTS OF CONCRETE MASONRY PRISMS

- 1.14.1. Contractor shall cooperate with a separate testing laboratory to perform field quality control testing during the masonry work, unless specifically noted otherwise.
- 1.14.2. When required by the Masonry Plan, construct a set of 3 masonry prisms using mortar and concrete masonry units to be used in the masonry work. Unless otherwise noted, construct prisms 8 inches by 8 inches by 16 inches high (nominal) in compliance with ASTM E447, Method B.
- 1.14.3. When prism tests are required to establish the strength of masonry in lieu of Masonry Inspection, provide a minimum of one set of 3 masonry prisms for testing for each 5000 square feet (gross) of masonry wall construction.
- 1.14.4. Submit written reports for each prism tested. Provide the project identification name and number, date of report, name of Contractor, name of testing service, name of material suppliers, specific location where masonry represented by the prism is used, compression test strength results, and specified required strength.
- 1.14.5. If the compressive strength tests fail to meet the minimum strength specified in the Plans, the masonry represented by the tests shall be considered deficient.
- 1.14.6. When tests indicating deficient masonry represent masonry already constructed, such masonry shall be removed and replaced by Contractor without additional cost to the Owner. In lieu of removal and replacement, additional cores may be grouted as required and directed by the Architect without additional cost to the Owner.

1.15. MASONRY INSPECTION

- 1.15.1. Provide masonry construction inspection of concrete or brick masonry walls indicated as requiring inspection on the Masonry Plans to insure that masonry construction is in conformance with the Contract Documents. Masonry inspection is required for those masonry elements which must be constructed to attain high design strengths.
- 1.15.2. Qualification of Inspection Agency: Refer to Section 014510 - TESTING LABORATORY SERVICE. Individual inspector shall be certified as a masonry construction inspector by the National Concrete Masonry Association or by a qualified state Masonry Institute or Association.
- 1.15.3. The individual or individuals who will perform the masonry inspection shall be present for the Premasonry Conference.
- 1.15.4. The masonry inspector shall prepare a written report or reports for each day of inspection.

- 1.15.5. The masonry inspector shall be present at the project site within sufficient time, in advance of grouting operations, to inspect the construction to insure its conformance to the Contract Documents and that grouting may proceed. No grouting shall be permitted unless the masonry inspector is present and has indicated that the masonry construction is properly prepared for the grouting operation.

1.16. WELDING QUALITY CONTROL

- 1.16.1. Welding operators shall be qualified under the provisions of the AWS Structural Welding Code on test pieces in positions and with clearances equivalent to those actually to be encountered in construction. Welders shall make only those types of welds for which they are specifically WABO certified.
- 1.16.2. All welds shall be visually inspected unless special testing is specified on the drawings.
- 1.16.2.1. Welds indicated as requiring visual inspection shall be visually inspected by an independent inspector, acceptable to the Architect, prequalified to make the weld being inspected. Welders and inspectors shall be prequalified by the American Welding Society Qualification Test.
- 1.16.3. Contractor performing the welding requiring visual inspection shall coordinate with an independent testing service, acceptable to the Architect to perform weld testing.
- 1.16.4. Submit written reports for each weld tested. Provide project identification and number, date of report, name of Welding Contractor, name of testing service, location of weld, type of weld, and test results. Indicate whether or not weld is acceptable for intended use.
- 1.16.5. If by inspection welds fail to meet minimum acceptable criteria, the welds shall be cut out and replaced at no additional cost to the Owner.
- 1.16.6. All shear stud connectors shall be inspected per [AWS D1.1](#) prior to concrete placement.
- 1.16.7. All deck welds shall be inspected prior to concrete placement.

1.17. BOLTED STRUCTURAL CONNECTIONS QUALITY CONTROL

- 1.17.1. Contractor shall cooperate with an independent testing laboratory, to perform field quality control inspection of slip-critical and snug-tight bolted connections.

- 1.17.2. Inspection of [A325](#) and [A490](#) bolted connections shall be performed in accordance with the standards set forth in AISC manual current edition. The inspector shall be present at the beginning of steel erection to insure that the erector is conforming to the Contract Documents and AISC Specifications. Compliance with requirements set forth in the Contract Documents and AISC manual must be attained. Any connections which, in the opinion of the inspector, do not meet the tightening requirements of the Contract Documents and AISC manual shall be corrected by the erector at no additional cost to the Owner.

1.18. STRUCTURAL STEEL ALIGNMENT QUALITY CONTROL

- 1.18.1. Contractor shall cooperate with an independent surveying company, to perform field measurement of structural steel beams, columns, joist, and deck alignment.
- 1.18.2. Alignment shall be measured and compared to AISC "Code of Standard Practice for Steel Buildings and Bridges".
- 1.18.3. The Surveying Agency shall submit, to the Architect, a written report summarizing the measurements performed and the equipment used in the field work. Where alignment fails to meet AISC requirements, Contractor shall make the required corrections at no additional cost to the Owner.

1.19. APPLIED FIREPROOFING QUALITY CONTROL

- 1.19.1. Contractor shall cooperate with a qualified testing laboratory to perform field quality control testing of applied fireproofing.
- 1.19.2. Testing Services: Perform a substrate inspection prior to the application of sprayed fire resistive materials. Testing and inspecting of completed applications of sprayed fire resistive material shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed with application of sprayed fire resistive material for the next area until test results for previously completed applications of sprayed fire resistive material show compliance with requirements. Tested values must equal or exceed values indicated and required for approved fire resistance design.
- 1.19.2.1. Thickness for Floor, Roof, and Wall Assemblies: For each 1000 square feet area, or partial area, on each floor, from the average of 4 measurements from a 144 square inch sample area, with sample width of not less than 6 inches per [ASTM E605](#).
- 1.19.2.2. Thickness for Structural Frame Members: From a sample of 25 percent of structural members per floor, taking 9 measurements at a single cross section for structural frame beams or girders, 7 measurements of a single cross section for joists and trusses, and 12 measurements of a single cross section for columns per ASTM E605.

- 1.19.2.3. Density for Floors, Roofs, Walls, and Structural Frame Members: At frequency and from sample size indicated for determining thickness of each type of construction and structural framing member, per ASTM E605 or AWCI Technical Manual 12A, Section 5.4.5, “Displacement Method.”
- 1.19.2.4. Bond Strength for Floors, Roofs, Walls, and Structural Framing Members: For each 10,000 square feet area, or partial area, on each floor, cohesion and adhesion from one sample of size indicated for determining thickness of each type of construction and structural framing member, per [ASTM E736](#).
- 1.19.2.5. If testing finds applications of sprayed fire resistive material are not in compliance with requirements, testing and inspecting agency will perform additional random testing to determine extent of noncompliance.
- 1.19.3. Remove and replace applications of sprayed fire resistive material where test results indicate that it does not comply with specified requirements for cohesion and adhesion, for density, or for both.
- 1.19.4. Apply additional sprayed fire resistive material per manufacturers written instructions where test results indicate that thickness does not comply with specified requirements.

1.20. PAINTING QUALITY CONTROL

- 1.20.1. Contractor shall cooperate with a separate testing laboratory to perform field quality control testing of painted finishes.
- 1.20.2. Wet Film Thickness
 - 1.20.2.1. Wet film thickness shall be tested at the rate of one reading per 1000 square feet of painted surface. Ten random locations for readings will be chosen throughout building.
 - 1.20.2.2. Wet film thickness shall be as specified in Section 099100 – PAINTS and 099113 – EXTERIOR PAINTING; or if not specified, as specifically recommended by the paint manufacturer for the type of substrate, type of paint and system used, and application methods and coverage requirements.
 - 1.20.2.3. Testing Instrument
 - 1.20.2.3.1. Wet Film Thickness Gage, KTA-Tator, Inc., Pittsburgh, PA.
- 1.20.3. Dry Film Thickness

- 1.20.3.1. Dry film thickness shall be tested at the rate of 5 readings per 100 square feet of painted surface. Twenty random locations for readings will be chosen throughout the building.
- 1.20.3.2. Average of all readings for a given area or surface are to be within the dry film thickness range specified in 099100 – PAINTS and 099113 – EXTERIOR PAINTING; or if not specified, as specifically recommended by the paint manufacturer for the type of substrate, type of paint and system used, and application methods and coverage requirements. No individual reading should be more than 20 percent below the specified dry film thickness.
- 1.20.3.3. Testing instruments; shall be destructive or nondestructive type applicable for the type of substrate the coating is applied to. The following lists acceptable types of testing instruments:
 - 1.20.3.3.1. Type I, (Magnetic Pull-Off) Dry Film Thickness Gage, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.2. Fixed Probe Dry Film Thickness Gage - Elcometer 345 Basic, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.3. Fixed Probe Dry Film Thickness Gage - Elcometer 345 Top, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.4. Fixed Probe Dry Film Thickness Gage - Elcometer 300F-P2, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.5. Type II - Fixed Probe Dry Film Thickness Gage - Minitest 200F, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.6. Fixed Probe Dry Film Thickness Gage - Positector 6000-F1, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.7. Fixed Probe Dry Film Thickness Gage - Positector 6000-F3, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.8. Fixed Probe Dry Film Thickness Gage - Quanix 2200, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.9. Fixed Probe Dry Film Thickness Gage - Quanix 2300, KTA-Tator, Inc., Pittsburgh, PA.
 - 1.20.3.3.10. Destructive Dry Film Thickness - Tooke Gage, KTA-Tator, Inc., Pittsburgh, PA.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1.1. REPAIR AND PROTECTION

- 3.1.1.1. General: Upon completion of inspection, testing, sample-taking, and similar services performed on Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies including defects in visual qualities of exposed finishes. Except as otherwise indicated, comply with requirements of Contract Documents for "CUTTING AND PATCHING." Protect Work exposed by or for service activities and protect repaired Work. Repair and protection is Contractor's responsibility, regardless of assignment of responsibility for inspection, testing, or similar service.

TESTING LABORATORY SERVICE

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. General: This Section specifies administrative and procedural requirements for quality control.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and General Provisions of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to Work of this Section.
- 1.2.2. Section 014500 – QUALITY CONTROL.

1.3. SPECIAL TESTS AND INSPECTIONS

- 1.3.1. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1.3.1.1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 1.3.1.2. Notifying Architect, the Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 1.3.1.3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, the Construction Manager, with copy to Contractor and to authorities having jurisdiction.
 - 1.3.1.4. Submitting a final report of special tests and inspections at Substantial Completion that includes a list of unresolved deficiencies.
 - 1.3.1.5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 1.3.1.6. Retesting and reinspecting corrected work.

1.4. QUALIFICATIONS OF LABORATORY AND SUBMITTALS

- 1.4.1. Testing Agent Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1.4.1.1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 1.4.1.2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- 1.4.2. Meet requirements of [ASTM E329](#), current edition "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in Construction."
 - 1.4.2.1. The term "agency" as used in Section 4 of ASTM E329 shall mean the local or closest office of said agency.
- 1.4.3. Laboratory qualifications for inspection, sampling and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.
- 1.4.4. Testing Equipment: Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Owner.
- 1.4.5. All testing and inspection performed by the testing laboratory shall be under the direct supervision of a professional engineer licensed in the state of the construction activities. This professional engineer shall submit a letter certifying that all testing services are in conformance with the standards and specifications as specified in these Contract Documents. The letter shall also certify that all tested and inspected items and procedures conform to the Contract Documents, except where specifically noted on the inspection reports.
- 1.4.6. All inspectors shall have at least one year of experience performing the type of inspections to be performed on this project. Qualifications and experience of proposed inspectors shall be submitted to the Architect and Owner for approval prior to the beginning of any testing.

1.5. LABORATORY DUTIES, LIMITATIONS OF AUTHORITY

- 1.5.1. Testing Agency Responsibilities: Cooperate with Architect, the Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1.5.1.1. Notify Architect, the Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

- 1.5.1.2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
- 1.5.1.3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 1.5.1.4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service to the Construction Manager and Contractor.
- 1.5.1.5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 1.5.1.6. Do not perform any duties of Contractor.
- 1.5.2. Perform specified inspections, sampling, and testing of materials and methods of construction.
 - 1.5.2.1. Comply with specified standards; ASTM, other recognized authorities and as specified.
 - 1.5.2.2. Ascertain compliance with requirements of Contract Documents.
- 1.5.3. Promptly submit one copy to the Construction Manager, two copies directly to the Architect / Engineer and one to Contractor of reports of inspections and tests, including the following information, as applicable:
 - 1.5.3.1. Date issued.
 - 1.5.3.2. Project title and number.
 - 1.5.3.3. Testing laboratory name and address.
 - 1.5.3.4. Name and signature of field inspector.
 - 1.5.3.5. Date of inspection or sampling.
 - 1.5.3.6. Record of temperature and weather.
 - 1.5.3.7. Name and signature of laboratory inspector.
 - 1.5.3.8. Identification of product and Specification Section.
 - 1.5.3.9. Location in Project.
 - 1.5.3.10. Designation of the Work and test method.
 - 1.5.3.11. Observations regarding compliance with Contract Documents.

- 1.5.3.12. Complete inspection or test data.
- 1.5.3.13. Tests results and an interpretation of test results.
- 1.5.3.14. Recommendations on retesting.
- 1.5.4. Laboratory is not authorized to:
 - 1.5.4.1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 1.5.4.2. Approve or accept portion of Work.
 - 1.5.4.3. Perform duties of Contractor.

1.6. CONTRACTOR'S RESPONSIBILITIES

- 1.6.1. Cooperate with laboratory personnel to provide access to Work and to manufacturer's operations and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.
- 1.6.2. Assist laboratory personnel in obtaining samples at the site.
- 1.6.3. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
- 1.6.4. Should Contractor fail to schedule laboratory services or fail to cancel laboratory services, if the need arises, all additional costs shall be borne by Contractor.
- 1.6.5. Employ, and pay for, services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required when initial tests indicate work does not comply with Contract Documents.
 - 1.6.5.1. The Owner and the Architect / Engineer shall approve the laboratory.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1. TEST AND INSPECTION LOG

- 3.1.1. Prepare a record of tests and inspections. Include the following:
 - 3.1.1.1. Date test or inspection was conducted.
 - 3.1.1.2. Description of the Work tested or inspected.
 - 3.1.1.3. Date test or inspection results were transmitted to Architect, the Construction Manager and Contractor.
 - 3.1.1.4. Identification of testing agency or special inspector conducting test or inspection.
- 3.1.2. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's, the Construction Manager's and Contractor's reference during normal working hours.

END OF SECTION 014510

PROJECT IDENTIFICATION AND SIGNS

PART 1 – EXECUTION

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Contractor shall provide and be responsible for maintaining and updating the Project identification sign throughout the duration of the Project.
- 1.1.2. Contractor shall provide temporary on-site informational signs:
 - 1.1.2.1. As may be required by local codes, laws and regulatory agencies.
 - 1.1.2.2. To identify key elements of the construction facilities.
 - 1.1.2.3. To direct traffic.
 - 1.1.2.4. To facilitate trade gate system if required.
 - 1.1.2.5. Provide other signs as may be required such as "NO TRESPASSING", "NO PARKING", Safety Signs, and directional signs as directed by the Construction Manager.
 - 1.1.2.6. To identify public access areas and construction areas so as to maintain an orderly site and protect public safety.
 - 1.1.2.7. As they relate to occupancy and egress requirements for the existing building in conjunction with construction areas.
- 1.1.3. No other signs shall be displayed.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 010100 – SCOPE OF WORK.

1.3. PROJECT IDENTIFICATION SIGN

- 1.3.1. Contractor will anticipate the addition of subsequent panel(s) to the sign after initial construction and installation as contractors are added. Such panels will be added as necessary as requested by the Construction Manager.
- 1.3.2. Project sign, framing, supports and foundations shall be removed by Contractor when instructed by the Construction Manager or prior to completion and final acceptance, unless instructed by the Construction Manager to be left on the site longer, in which case it will be removed by the Owner.

1.4. INFORMATIONAL SIGNS

- 1.4.1. Painted signs with painted lettering or standard products.
 - 1.4.1.1. Size of Signs and Lettering: As required by regulatory agencies or as appropriate to usage.
 - 1.4.1.2. Colors: As required by regulatory agencies, otherwise of uniform colors throughout Project.
- 1.4.2. Erect at appropriate locations to provide required information or as requested by the Construction Manager.

1.5. QUALITY ASSURANCE

- 1.5.1. Sign Painter: Professional experienced in the type of work required.
- 1.5.2. Paint Finishes: Adequate to resist weathering and fading for scheduled construction period.

PART 2 – PRODUCTS

2.1. SIGN MATERIALS

- 2.1.1. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- 2.1.2. Sign Surfaces: Exterior softwood plywood with medium density overlay, unless otherwise specified in the Contract Documents, standard large sizes to minimize joints.
 - 2.1.2.1. Thickness: In accordance with details.
- 2.1.3. Rough Hardware: Galvanized
- 2.1.4. Paint: Exterior quality.
 - 2.1.4.1. Use Bulletin colors for graphics.
 - 2.1.4.2. Colors for structure, framing, sign surfaces and graphics: In accordance with details.

PART 3 – EXECUTION

3.1. INFORMATIONAL SIGNS

- 3.1.1. Paint exposed surfaces: One coat of primer and one coat of exterior paint.
- 3.1.2. Paint graphics in styles, sizes and colors selected.
- 3.1.3. Install at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.

3.2. MAINTENANCE

- 3.2.1. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing or sign.
- 3.2.2. Relocate informational signs as required by progress of the Work.

3.3. REMOVAL

- 3.3.1. Contractor shall remove signs, framing, supports and foundations upon completion of the Project or as requested by the Construction Manager.

END OF SECTION 015800

CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.1. NOTE

- 1.1.1. Refer to Instructions to Bidders and General Conditions and General Requirements, which form a part of this Specification.

1.2. EXTENT OF WORK

- 1.2.1. This schedule is intended only to summarize the required closeout submittals to be completed by Contractor prior to issuance of the Certificate of Contract Completion. Should any inconsistencies between this schedule and any other portion of the Contract Documents become evident, the Contract Documents shall govern.
- 1.2.2. Additional information on these items occurs in the General Conditions, Special Conditions, and in applicable parts of the specification.

1.2.2.1. BASIC ITEMS

- 1.2.2.1.1. Contractor's one (1) year written guarantee for labor and materials.
- 1.2.2.1.2. Individual Warranties and Guarantees as called for in the specification sections.
- 1.2.2.1.3. Additional attic stock materials (e.g., flooring, carpet, paint, acoustic tile, etc.) as called for in the specifications.
- 1.2.2.1.4. Record Drawings.
- 1.2.2.1.5. Affidavit of Subcontractor and or Supplier Payment.
- 1.2.2.1.6. Punch List Items completed.
- 1.2.2.1.7. Completed Final Waiver and Release of Claims form.

1.2.2.2. SPECIAL ITEMS (Provide three copies of each of the following)

- 1.2.2.2.1. Operation & Maintenance Manuals.
- 1.2.2.2.2. Certificate of Occupancy.
- 1.2.2.2.3. Certificate of Plumbing Inspection.
- 1.2.2.2.4. Certificate of HVAC Inspection.
- 1.2.2.2.5. Air and water balance reports.
- 1.2.2.2.6. Valve tags and chart.
- 1.2.2.2.7. Temperature Control Diagrams HVAC.
- 1.2.2.2.8. Equipment wiring diagram as installed.
- 1.2.2.2.9. Certificate of Equipment Demonstrations.
- 1.2.2.2.10. Certificate of Fire Marshall Inspection.
- 1.2.2.2.11. Certificate of Electrical Inspection.
- 1.2.2.2.12. All submittals listed under BASIC ITEMS.

END OF SECTION 017000

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Maintenance of Record Documents and Samples.
- 1.1.2. Submittal of Record Documents and Samples.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 013400 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- 1.2.3. Section 017300 – OPERATION AND MAINTENANCE DATA.
- 1.2.4. Individual Specifications Sections: Manufacturer's certificates of inspection.

1.3. MAINTENANCE OF DOCUMENTS AND SAMPLES

- 1.3.1. Store Record Documents and Samples in field office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and Samples.
- 1.3.2. Label and file Record Documents and Samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- 1.3.3. Maintain Record Documents in a clean, dry and legible condition. DO NOT use Record Documents for construction purposes.
- 1.3.4. Keep Record Documents and Samples available for inspection by Architect, Engineer and or Construction Manager.

1.4. RECORDING

- 1.4.1. Label each document "PROJECT RECORD" in neat large printed letters.
- 1.4.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information on prints. At completion of project, Contractor shall transfer all marks to a reproducible detail drawing(s). The drawing(s) shall show all pertinent changes and shall be marked "RECORD DRAWINGS", dated and signed by Contractor. Submit "RECORD DRAWINGS" documents to the Architect for the Architect's review and approval.

- 1.4.2.1. At completion of project, Contractor can obtain electronic copies of drawings for reproduction on AutoCAD 2000 from the Architect for the Project Record Documents. See Section 013440 – DISCLAIMER FOR USE OF ELECTRONIC PRODUCTION DRAWING FILES for information on obtaining electronic copies of drawings.
- 1.4.3. Record information concurrently with construction progress. DO NOT CONCEAL any work until required information is recorded.
- 1.4.4. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
 - 1.4.4.1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 1.4.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 1.4.4.3. Measured location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the construction.
 - 1.4.4.4. Field changes of dimension and detail.
 - 1.4.4.5. Changes made by Modifications.
 - 1.4.4.6. Details not on original Contract Drawings.
 - 1.4.4.7. References to related Shop Drawings and Modifications.
- 1.4.5. Specifications: Legibly mark each item to record actual construction, including:
 - 1.4.5.1. Manufacturer, trade name, catalog number of each product actually installed, particularly optional items and substitute items.
 - 1.4.5.2. Changes made by Addenda and Modifications.
- 1.4.6. Other Documents: Maintain manufacturer's certifications, inspection certifications, field test records, and other similar items required by individual Specifications sections.

1.5. SUBMITTAL

- 1.5.1. At Contract closeout, deliver Record Documents and Samples under provisions of the General Conditions.
- 1.5.2. Transmit with cover letter in duplicate, listing:
 - 1.5.2.1. Date.
 - 1.5.2.2. Project title and number.
 - 1.5.2.3. Contractor's name, address and telephone number.
 - 1.5.2.4. Title and number of each Record Document.
 - 1.5.2.5. Signature of Contractor or his authorized representative.

END OF SECTION 017200

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Format and content of manuals.
- 1.1.2. Instruction of Owner's personnel.
- 1.1.3. Schedule of submittals.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 013400 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- 1.2.3. Section 017200 – PROJECT RECORD DOCUMENTS.
- 1.2.4. Section 017400 – WARRANTIES AND BONDS.
- 1.2.5. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3. QUALITY ASSURANCE

- 1.3.1. Prepare instructions and data by personnel experienced in maintenance and operation of the described products.

1.4. FORMAT

- 1.4.1. Prepare data in the form of an instructional manual for use by Owner's personnel.
- 1.4.2. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; one inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- 1.4.3. Covers: Identify each binder with typed or printed title "OPERATION AND MAINTENANCE INSTRUCTIONS"; list title of Project and identify separate structures as applicable; identify subject matter of contents.
- 1.4.4. Arrange content by systems, under section numbers and sequence of Table of Contents of this Project Manual.
- 1.4.5. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

- 1.4.6. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- 1.4.7. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- 1.4.8. Maintenance Schedule: Provide clear maintenance schedule that provides Owner with single source reference of maintenance requirements for all work provided by Contractor.

1.5. CONTENTS, EACH VOLUME

- 1.5.1. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Architect / Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- 1.5.2. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- 1.5.3. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- 1.5.4. Drawings: Supplement product data to illustrate relations to component parts of equipment and systems, to show control and flow diagrams.
- 1.5.5. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- 1.5.6. Warranties and Bonds: Bind in copy of each.

1.6. MANUAL FOR MATERIALS AND FINISHES

- 1.6.1. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
- 1.6.2. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.6.3. Moisture-Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspection, maintenance, and repair.
- 1.6.4. Additional Requirements: As specified in individual specifications Sections.
- 1.6.5. Provide complete information, "AS APPROPRIATE TO THIS PROJECT", for products specified in individual technical sections.

1.7. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.7.1. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Give function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.
- 1.7.2. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- 1.7.3. Include as-installed color coded wiring diagrams.
- 1.7.4. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- 1.7.5. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.7.6. Provide servicing and lubrication schedule, and list of lubricants required.
- 1.7.7. Include manufacturer's printed operation and maintenance instructions.
- 1.7.8. Include sequence of operation by controls manufacturer.
- 1.7.9. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.7.10. Provide as-installed control diagrams by controls manufacturer.
- 1.7.11. Provide coordination drawings, with as-installed color coded piping diagrams.
- 1.7.12. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.7.13. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.7.14. Additional Requirements: As specified in individual Specifications sections.
- 1.7.15. Provide complete information, "AS APPROPRIATE TO THIS PROJECT", for products specified in all divisions of the specification.

1.8. INSTRUCTION OF OWNER PERSONNEL

- 1.8.1. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. For equipment requiring seasonal operation, perform instructions for other seasons within six months of Contract Completion.
- 1.8.2. Thirty (30) days prior to instructing Owner's designated personnel, Contractor shall submit Operation & Maintenance Manual to Architect for review and approval.
- 1.8.3. Use submitted Operation & Maintenance Manual as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.8.4. Prepare and insert additional data in Operation & Maintenance Manual when need for such data becomes apparent either during Architect's review or Owner instruction.
- 1.8.5. Instructions shall be videotaped by Contractor with copies of the tape provided to the Owner as part of the Operation & Maintenance Manual submitted.
 - 1.8.5.1. Tape shall be labeled to show:
 - 1.8.5.1.1. Topic of Instruction.
 - 1.8.5.1.2. Contractor providing Instruction.
 - 1.8.5.1.3. Date of Instruction.

END OF SECTION 017300

WARRANTIES AND BONDS

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Preparation and submittal of warranties and bonds.
- 1.1.2. Schedule of submittals.

1.2. RELATED REQUIREMENTS

- 1.2.1. INSTRUCTIONS TO BIDDERS: Bid Bonds.
- 1.2.2. General provisions of Contract, including General and Special Conditions. Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
- 1.2.3. Section 017300 – OPERATION AND MAINTENANCE DATA.
- 1.2.4. Individual Specifications Sections: Warranties and bonds required for specific Products or Work.

1.3. FORM OF SUBMITTALS

- 1.3.1. Bind in commercial quality 8-1/2 x 11 inch three-ring side binders, with hardback, cleanable, plastic covers.
- 1.3.2. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS", with title of Project; name, address and telephone number of Contractor and name of responsible principal.
- 1.3.3. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- 1.3.4. Separate each warranty or bond with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4. PREPARATION OF SUBMITTALS

- 1.4.1. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, **WITHIN TEN (10) DAYS AFTER COMPLETION OF THE APPLICABLE ITEM OF WORK**. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of the Contract Substantial Completion is determined.
- 1.4.2. Verify that documents are in proper form, contain full information, and are notarized.
- 1.4.3. Co-execute submittals when required.
- 1.4.4. Retain warranties and bonds until time specified for submittal.

1.5. TIME OF SUBMITTALS

- 1.5.1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- 1.5.2. Make other submittals within ten (10) days after Date of the Contract Substantial Completion, prior to final Application for Payment.
- 1.5.3. For items of Work when acceptance is delayed beyond Date of the Contract Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6. SUBMITTALS REQUIRED

- 1.6.1. Submit Warranties, Bonds, Service and Maintenance Contracts as specified in the respective Sections of the Specifications, "AS APPROPRIATE TO THIS PROJECT".
- 1.6.2. Warranties and Bonds: Bind a copy in each Operation and Maintenance manuals as specified in Section 017300 – OPERATION AND MAINTENANCE DATA.

END OF SECTION 017400

SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 – GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Products required.
- 1.1.2. Storage and delivery of products.

1.2. RELATED REQUIREMENTS

- 1.2.1. Drawings and general provisions of Contract, including General and Special Conditions.
- 1.2.2. Section 017300 – OPERATION AND MAINTENANCE DATA.
- 1.2.3. Individual Specifications Sections: Specific spare parts and materials required.

1.3. PRODUCTS REQUIRED

- 1.3.1. Provide quantities of products, spare parts, maintenance tools, and maintenance materials specified in individual sections to be provided to Owner, in addition to that required for completion of Work.
- 1.3.2. Products: Identical to those installed in the Work. Include quantities in original purchase from supplier or manufacturer to avoid variations in manufacturer.

1.4. STORAGE, MAINTENANCE

- 1.4.1. After delivery of products to site, maintain spare products in same space and condition as products to be installed in the Work.
- 1.4.2. Maintain spare products in original containers with labels intact and legible, until delivery to Owner.

1.5. DELIVERY

- 1.5.1. Coordinate with Owner: Deliver and unload spare products to Owner at Project site or at alternate designated site located within the city limits of Tulalip, WA and obtain receipt prior to final payment.
- 1.5.2. Contractor to coordinate location of extra stock materials with the Construction Manager.
- 1.5.3. Contractor will update the Construction Manager's log of all items received.
- 1.5.4. When portions of Project are accepted and occupied by Owner prior to the Contract Substantial Completion, delivery of a proportional part of spare products to Owner may be required as requested by Owner; obtain receipt.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION (Not applicable)

END OF SECTION 017500

SAFETY

PART 1 – GENERAL

1.1. GENERAL

- 1.1.1. All parties agree that they are responsible for compliance with all tribal, local, and federal laws, regulations, and standards that pertain to safety, as those laws, regulations, and standards apply to their employees. All parties recognize that the responsibility for employee safety rests with each employer respectively. Each contractor (prime or sub) shall be responsible for the safety of its own employees. The Construction Manager accepts no responsibility for, nor will it provide any safety consultation, monitoring, or enforcement to any contractor on the site concerning the safety of contractor's employees. Any safety equipment needed on the job, including but not limited to PPE, shall be furnished by each contractor for its employees.
- 1.1.2. The Owner will regard safety on this project to be of the utmost importance. Under no conditions shall safety requirements be waived for the sake of cost, schedule, or convenience. **SAFETY MAY BE USED AS CRITERIA FOR APPROVAL OF PAY APPLICATIONS.** Unsafe conditions, lack of proper and or untimely documentation and submittals, and lack of adherence to safety rules and requirements will not be tolerated.
- 1.1.3. Each contractor, **AS A MINIMUM**, shall follow all tribal, local, and federal laws regarding worker safety. This shall include all requirements of OSHA and referenced standards therein included.
- 1.1.4. The Owner, through the Construction Manager, may at various times, request voluntary OSHA inspections. Each contractor shall immediately correct and respond to any violations in writing to the Owner, through the Construction Manager, and to the appropriate agency.
- 1.1.5. Indiscriminate accumulations of debris, waste, or scrap in work areas will not be permitted. (Areas must be designated for storage or disposal.) All materials, tools, and equipment must be stored in an orderly manner in designated areas.

1.2. SAFETY PROGRAM

- 1.2.1. Contractor shall submit, within ten (10) days of Notice to Proceed, a copy of its company safety program including jobsite specific safety plans. This program shall incorporate all lower-tier subcontractor safety information or separate policies shall be submitted for all lower-tier subcontractors used on the project. This safety policy shall conform to all OSHA requirements and shall include as follows:

- 1.2.1.1. A Hazard Communications Program, including site specific Materials Safety Data Sheets (MSDS) for all chemicals used by Contractor and its subcontractors.
- 1.2.1.2. Provisions for continual training of all on-site employees. This shall be done by holding weekly safety toolbox talks, documented by signed attendance sheets with safety topic submitted to the Construction Manager at each weekly project meeting.
- 1.2.1.3. Weekly jobsite safety inspections shall be completed by each Contractor.
- 1.2.1.4. Designation and continual training of competent persons for the project.
- 1.2.1.5. Contractor shall provide services of a competent safety person (as defined by OSHA) for the project to inspect the project for safety hazards related to their Work. The safety person should not be one of the superintendents dedicated to this Project; however, the safety person shall be on-site whenever Work is being performed by Contractor. The safety person shall attend the Project coordination meetings.
- 1.2.1.6. Contractor, with assistance from all contractors' safety persons, shall perform a monthly total Project safety audit conducted by a company safety officer or independent consultant of the Contractor. Results of the safety audit shall be submitted to the Construction Manager and distributed to all contractors the same day the audit is conducted by Contractor. If a contractor does not immediately address any observed or noted safety concern, Contractor's company safety officer or independent consultant shall contact the Owner, through the Construction Manager. Contractor's company safety officer or independent consultant, with assistance from Contractor's competent safety person, shall record all accidents for the Project and report their findings to the Owner, through the Construction Manager.
- 1.2.1.7. Provisions for enforcement of the safety policies by Site Foreman, Superintendent and or Project Manager.
- 1.2.1.8. Documentation that each on-site employee has been trained in general safety and has been informed of the location of the Safety Program, Haz-Com Program and Emergency procedures on this project.
- 1.2.2. Weekly Moisture Control Inspections shall be completed by Contractor and submitted to the Construction Manager. Upon request a sample form will be provided by the Construction Manager to Contractor for their review and use.

1.3. SUBMITTALS

- 1.3.1. Company safety programs, as described above, shall be submitted to the Owner, through the Construction Manager, within ten (10) days of Notice to Proceed or Letter of Intent to Award. Additions to the program, such as documentation of training as new employees arrive at the site, shall be forwarded to the Construction Manager. All contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will be kept in one central location within the Contractor's office throughout the duration of the project.
- 1.3.2. Contractor is required to conduct and all employees are required to attend a "Tool Box" type safety meeting once a week. These meetings may either be presided over by Contractor's foreman or another competent representative designated by Contractor. The Construction Manager's personnel are available to participate in these safety meetings.

Contractor will be responsible to submit WEEKLY tool box safety meeting minutes to the Construction Manager while Contractor has employees on-site.
- 1.3.3. All weekly inspections will be documented by Contractor and submitted to the Owner, through the Construction Manager. Contractor shall immediately correct all deficiencies and submit a list of corrective actions within one (1) working day, or sooner if required, of safety inspection.
- 1.3.4. Subject specific daily and or weekly inspections by Contractor, including temporary electric, crane, or other work activities as required, shall be timely submitted to the Owner, through the Construction Manager.

1.4. TRAINING

- 1.4.1. Contractor shall ensure that employee designated as Project Competent Person has been fully trained for this task and has the full authority to take corrective action when required.
- 1.4.2. Contractor shall provide continual training to Project Competent Person, Superintendent, and Foreman as required by tribal or OSHA standards.
- 1.4.3. The Construction Manager will recommend General Safety Topics to enable Contractor's supervising personnel to train employees if a Contractor requests such assistance.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 017800

GENERAL COMMISSIONING REQUIREMENTS

PART 1 – GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. Drawings and general provisions of the Contract, including General and Special Conditions and other Specification sections, apply to work in this section.

1.2. SUMMARY

- 1.2.1. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.
- 1.2.2. This Section describes the process for the commissioning of the various building systems, defines the responsibilities for Contractor, and outlines the duties of all parties involved.
- 1.2.3. The commissioning process shall be applied to all equipment, components, and systems as listed herein, including specified interfaces to and from equipment and systems provided under other Specification Sections. Basic requirements of commissioning are also listed within other Specification Sections.
- 1.2.4. Contractor shall respond to commissioning agent requests in writing within 48 hours of notification.

1.3. DEFINITIONS

- 1.3.1. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean “as-built” systems, subsystems, and equipment.

1.4. CONTRACTOR

- 1.4.1. Contractor shall be responsible for cooperating and coordinating their work during the commissioning process. They shall be responsible for performing all work required for the installation of the components and systems, and for operation during the commissioning process. They shall furnish all necessary resources to accomplish the installation and the commissioning.

1.5. COMMISSIONING AUTHORITY

- 1.5.1. The Owner will secure the services of an independent Commissioning Authority for this project. The Commissioning Authority is responsible to the Owner and shall have the authority to grant final acceptance of each system commissioned.

- 1.5.2. If conditions beyond Contractor's control prevent full performance of these systems, then testing, verification and documentation of the systems' performance shall be carried out at an appropriate, and mutually agreed upon time during the 12 months after Contract Completion at no additional cost to the Owner.

1.6. COMMISSIONING DOCUMENTATION

- 1.6.1. Commissioning Plan – Created by the Commissioning Authority during the design phase of the project to identify scope of commissioning for the project and a preliminary schedule of activities for use during the project by members of the Commissioning Team.
- 1.6.2. Meeting Minutes – Issued to all members of the Commissioning Team after each commissioning meeting. Generated by the Commissioning Authority.
- 1.6.3. Start-up Plan – Submitted by Contractor to identify methods used for start-up, start-up schedule, and reports document completion. ALL equipment and system deficiencies and corrections made in the field shall be documented as part of start-up.
- 1.6.4. Prefunctional Tests – Performed by Contractor prior to formal functional performance testing of systems, subsystems and or equipment demonstrated to the Commissioning Authority.
- 1.6.5. Test Reports – Reports generated by Contractor to document testing included in the Contract.
- 1.6.6. Commissioning Progress Report – Issued at the termination of each phase of the project by the Commissioning Authority.
- 1.6.7. Commissioning Issues Log – Identifies system deficiencies found through the commissioning process.
- 1.6.8. Functional Tests – Submitted by the Commissioning Authority for use during functional testing.
- 1.6.9. Training Plan – Submitted by Contractor identifying personnel providing training and their qualifications, training supplemental materials and training session agendas.
- 1.6.10. Closeout Documentation – As described in sections of the Contract.

PART 2 – MATERIALS

2.1. TESTING EQUIPMENT & INSTRUMENTATION

- 2.1.1. Contractor shall provide all industry standard test equipment required for performing the specified tests. Any proprietary vendor specific test equipment shall be provided by that vendor or manufacturer.
- 2.1.2. Any industry standard portable or hand-held setup / calibration devices required to verify the system setup shall be made available by Contractor at no cost to the Commissioning Authority or Owner.
- 2.1.3. Contractor's instrumentation shall be of sufficient quality and accuracy to test and or measure system performance within the tolerances required. Instrumentation shall be calibrated at the manufacturer's recommendation intervals with calibration tags permanently affixed to the instrument. Instrumentation shall be maintained in good repair and operating condition throughout the duration of use on this project and shall be immediately re-calibrated or repaired if dropped and or damaged in any way during use on the project.

PART 3 – EXECUTION

3.1. THE COMMISSIONING TEAM

- 3.1.1. In addition to the Commissioning Authority, the Commissioning Team shall consist of:
 - 3.1.1.1. Construction Manager(s).
 - 3.1.1.2. Construction Manager's representative(s).
 - 3.1.1.3. Contractor's representative(s).
 - 3.1.1.4. Plumbing Contractor's representative(s).
 - 3.1.1.5. Fire Protection Contractor's representative(s).
 - 3.1.1.6. HVAC Contractor's representative(s).
 - 3.1.1.6.1. Controls Contractor's representative(s).
 - 3.1.1.6.2. Air Balance Contractor's representative(s).
 - 3.1.1.7. Electrical Contractor's representative(s).
 - 3.1.1.7.1. Fire Detection Contractor's representative(s).
 - 3.1.1.8. System Designer representative(s).
- 3.1.2. Representatives for the team shall be fully qualified service personnel, capable of performing the tasks of testing, starting, and troubleshooting the various building systems under their responsibility. Contractor shall submit the name of each representative to be part of the Commissioning team within 30 days of the award of Contract.
- 3.1.3. Other personnel resources include manufacturer's representatives and service personnel as required by the Specifications.

3.2. COMMISSIONING RESPONSIBILITIES

3.2.1. Commissioning Authority

Commissioning Authority shall plan, organize and implement the commissioning process, including the following:

- 3.2.1.1. Commissioning Meetings: Commissioning Authority shall chair commissioning meetings and prepare and distribute minutes to all Commissioning Team members.

- 3.2.1.2. Construction Observations: Commissioning Authority will make periodic site visits in order to evaluate system readiness for functional testing and to verify the installation is performed in a manner to allow system commissioning.
- 3.2.1.3. Project Document Review: Commissioning Authority will review project submittals associated with systems to be commissioned in addition to the Designer review. Acceptance of submittals remains the responsibility of the system designer.
- 3.2.1.4. Operation & Maintenance Documentation Review: Commissioning Authority will review operation and maintenance documentation provided by Contractor for content and applicability to the project.
- 3.2.1.5. Equipment & System Start-ups: Commissioning Authority will review the start-up plans submitted by Contractor. Commissioning Authority shall be given the opportunity by Contractor to observe equipment start-ups and initial system operation test and checks.
- 3.2.1.6. Prefunctional Testing: Commissioning Authority shall develop prefunctional testing documentation for use on the project by Contractor.
- 3.2.1.7. Functional Testing: Commissioning Authority shall develop functional testing documentation for use on the project and supervise system functional testing and document results.
- 3.2.1.8. System Training: Commissioning Authority shall review the Training Plan submitted by Contractor and document that satisfactory training has been provided to the Owner' designated operating staff. Training program shall include system demonstration. Adequacy of training shall be determined by the Commissioning Authority and Construction Manager(s). Attendance at training sessions shall be at the Commissioning Authority's option.
- 3.2.1.9. Performance Monitoring: Commissioning Authority shall monitor performance of the temperature control system after building occupancy through the use of the system trending capabilities.

3.2.2. Contractor

Within 30 days of the award of Contract, Contractor shall submit the names of all the trades' people who will be part of the commissioning process. Contractor, and all his sub-trades and suppliers, shall cooperate with the Commissioning Authority in the commissioning process. Contractor's responsibilities shall include:

- 3.2.2.1. At the initial commissioning scope meeting, to be held within 60 days of Contract award, Contractor shall review the project schedule and identify the milestone commissioning activities. Milestone commissioning activities shall include, but are not limited to; equipment start-ups, system start-ups, testing activities performed by Contractor, readiness of each major system, and system functional testing as part of the commissioning process.
- 3.2.2.2. Attend commissioning meetings, and complete action items arising from them, as required to allow the commissioning process to proceed on schedule.
- 3.2.2.3. Complete and provide all system readiness documentation required by the commissioning process including, without limitation, prefunctional testing documentation.
- 3.2.2.4. Provide a Start-up Plan for each piece of equipment and system that is identified to be commissioned. Notify the Commissioning Authority a minimum of 14 days before start-up of major equipment and or systems.
- 3.2.2.5. Provide personnel and testing instrumentation required to operate and test equipment and systems as part of functional performance testing. Testing may include calibration verification of system devices. Testing shall take place under the direct supervision of the Commissioning Authority. Contractor shall be responsible for reimbursing the Owner and Commissioning Authority for costs associated with retesting of systems that fail initial testing.
- 3.2.2.6. Closeout Documentation: Contractor shall assemble and submit for review by the Commissioning Authority all documentation associated with each system before acceptance of the system will be granted.

3.2.3. Owner

- 3.2.3.1. The Owner will ensure the availability of operating staff for all scheduled instruction and demonstration sessions. This staff will possess sufficient skills and knowledge to operate and maintain the installation following attendance at these sessions.

- 3.2.3.2. Attendance at system functional testing activities shall be at the Owner's option, although testing activities shall not be delayed to permit this opportunity.

3.3. COMMISSIONING PROCESS

3.3.1. General

The commissioning process depends upon proper coordination between all Commissioning Team members, strict adherence to schedule and completion of all required documentation. Responsibilities of each team member are described in this and other sections of the Contract.

3.3.2. Commissioning Project Phases

- 3.3.2.1. Construction Phase

- 3.3.2.2. Acceptance Phase

- 3.3.2.3. Post Acceptance Phase

3.3.3. Construction Phase

- 3.3.3.1. Commissioning Meetings:

An initial Commissioning Scope Review meeting will be held with all members of the Commissioning Team at the beginning of the project. Periodic Commissioning Team meetings will be held as necessary to review progress of commissioning work and coordinate activities. Meetings will be held as determined necessary by the Commissioning Authority. Contractor shall anticipate one (1) commissioning meeting per month during the construction phase.

- 3.3.3.2. Commissioning Schedule:

Assist in the development of a written schedule that integrates the commissioning activities into the construction schedule specified in Division 1. Update of the commissioning schedule to reflect changes in the Work will be done as necessary. The commissioning schedule shall include at least the following:

- 3.3.3.2.1. Submission of Operation & Maintenance information for commissioned systems.

- 3.3.3.2.2. Schedule for systems, subsystems, and equipment startup, including services of manufacturers' authorized service representatives, and performance of pretest checks.

3.3.3.2.3. Schedule for functional performance testing, including seasonal testing.

3.3.3.3. Schedule for Owner's operating personnel training.

3.3.3.4. Equipment & System Start-Up:

Before any equipment or system is started, the Start-up Plan, including all prestart checks provided by the equipment manufacturer, must be completed and results documented.

3.3.3.5. Initial Operation

Contractor is responsible to inspect systems, subsystems, and equipment to determine readiness for operation. Once Contractor completes the testing, balancing, and calibration of all components and systems, Contractor shall operate all systems through all specified modes of operation, and test the system responses to specified abnormal or emergency conditions. It is the responsibility of Contractor to complete the system and perform this functional and performance check before the commissioning team performs functional acceptance testing.

Functional acceptance testing included in the commissioning process is verification that Contractor has provided a complete and functioning system in accordance with the Contract requirements. It is NOT an opportunity for Contractor to determine deficiencies and work remaining.

Functional testing of the system shall be terminated and re-scheduled if it is deemed by the Commissioning Authority that the system is not ready for functional testing. Costs associated with the additional time and resources required to re-schedule and repeat testing due to a lack of system readiness, shall be born by Contractor.

3.3.3.6. Acceptance Phase

3.3.3.6.1. Functional Acceptance Testing:

Systems identified for commissioning shall be operated through the entire specified sequence of operations as directed by the Commissioning Authority for verifying acceptable operation. Contractor shall provide all testing instrumentation required for verification of proper system operation and calibration of devices.

3.3.3.6.2. Training and Demonstration:

Training for Owner's operating staff shall commence once system functional acceptance testing has been successfully completed, and the Training Plan has been reviewed and approved. Training shall be as required in sections of the specification.

3.4. SYSTEM(S) TO BE COMMISSIONED

- 3.4.1. Commission all equipment, components, and systems, including specified interfaces to and from equipment and systems as specified in other Specification Sections.
- 3.4.2. The following equipment and or systems, as applicable, shall be commissioned as part of the Work of this Contract:
 - 3.4.2.1. Domestic hot water heating system (water heaters, pumps, controls, etc.);
 - 3.4.2.2. Heating hot water (boiler, hydronic ceiling radiation, pumps, glycol feed equipment, etc.) generation and distribution system;
 - 3.4.2.3. Cooling (chillers, ice storage system, pumps, heat exchanger, etc.) generation and distribution system;
 - 3.4.2.4. Air distribution systems (central air handling units, gas-fired make-up air units, VAV boxes, cabinet unit heaters, unit heaters, dampers, valves, operators, variable frequency drives, etc.);
 - 3.4.2.5. Exhaust Systems (roof ventilators, exhaust fans, etc.);
 - 3.4.2.6. Intake Systems (relative to location with exhaust air from building exhaust systems, delivery truck exhausts, etc.);
 - 3.4.2.7. Automatic Temperature Controls system (Direct Digital Control);
 - 3.4.2.8. Controls Sequence of Operation;
 - 3.4.2.9. Computer room split systems (computer room air conditioners, etc.);
 - 3.4.2.10. Plumbing System (sewage pumps, booster pumps, etc.);
 - 3.4.2.11. Kitchen Hood Equipment and make-up air systems;
 - 3.4.2.12. Fire Protection System;
 - 3.4.2.13. HVAC Integration Systems;
 - 3.4.2.14. Energy Management Systems; and
 - 3.4.2.15. Indoor Air Quality.