

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION



Invitation to Bid ELDERS CENTER PROJECT

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May 20, 2021

INVITATION TO BID

The Confederated Tribes of the Chehalis Reservation Elders Center Project

Sealed bids for the new Elders Center on the Chehalis Reservation will be received at The Confederated Tribes of the Chehalis Reservation's Planning Department, 6 Niederman Rd Oakville, WA 98568 until **2pm June 21, 2021**, at which time the bids will be evaluated based on specific criteria provided in the Invitation to Bid. There will be no public bid opening for this project.

The project includes the furnishing of all labor, materials and equipment necessary to construct the Elders Center according to the drawings and specifications.

Each proposal must be submitted on the prescribed forms. All bidders will be required to submit a 5% bid bond as part of the proposal submission. Winning bidder will be required to furnish a performance and payment bond, each in the full amount of the contract price.

Bidders may download digital documents at no cost at <http://www.chehalis-tribe.org/departments/planning-department/view-our-current-projects/>.

Any questions regarding this plan room shall be directed to aloudermilk@chehalis-tribe.org. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither the Tribe nor the Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A non-mandatory Pre-Bid meeting will be held at the project site at 10am on June 2, 2021, by appointment only so that safe distancing can be planned for, to answer questions about the project. If you wish to attend this meeting please email aloudermilk@chehalis-tribe.org no later than June 1 by 10am to RSVP. We will need to know the number of attendees from your group.

Any questions about the Bid Documents, Invitation to Bid, the Plan Set and Specifications should be directed to ARC Architects Paul Curtis at curtis@arcarchitects.com

This project is partially funded through the Department of Housing & Urban Development (HUD). All work performed on this project must meet the requirements and provisions of HUD Indian Community Development Block Grant.

The Confederated Tribes of the Chehalis Reservation shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding documents or a bid in any way incomplete or irregular.

Amy Loudermilk
Planning Director
Planning Department
420 Howanut Rd.
Oakville, WA 98568
aloudermilk@chehalis-tribe.org

GENERAL DESCRIPTION OF THE PROJECT

The project consists of the construction of an 11,321 square foot Elders Center and associated amenities. The building includes a dining area, classroom, culture room, library, fitness room and two tv entertainment rooms. A large commercial kitchen and three staff offices will provide support services at the Center. The site includes ample parking, a large landscaped courtyard with a walking trail and a fish pit for traditional cooking. The building will contain environmentally conscious elements that qualify it for LEED Silver certification. The full scope is indicated on the accompanying drawings and specified in applicable parts of these Contract Documents.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents.

CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work consist of all material bound herewith, other documents included by reference, plus any addenda incorporated into the documents. The Contract Documents generally consist of; but are not limited to, the contract plans (bound herein) and Special Provisions bound herein, and all other documents bound herein.

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Architect, in writing, at least six (6) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Tribe will not be responsible for any other explanation or interpretation of said documents.

By submitting a bid the Bidder attests they have carefully reviewed the Contract Documents, visited and examined the Project site, (including the existing fish pit), become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project sites or affect performance of the Work or the cost or difficulty thereof.

GENERAL INSURANCE REQUIREMENT

Prior to commencement of the work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to the Tribe that such insurance has been procured. Review of the Contractor's insurance by the Tribe shall not relieve or decrease the liability of Contractor. The Contractor's maintenance of insurance, its scope of coverage and

limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Tribe's recourse to any remedy available at law or in equity. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by the Tribe. All insurance shall be carried with companies that are financially responsible. All carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A.M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of the Tribe. The A.M. Best rating shall be indicated on the insurance certificates.

Contractor shall maintain the following insurance coverage during the project and for one year after Final Acceptance of the Work.

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

Personal Injury \$1,000,000

Damages to Rented Premises \$50,000

Automobile Liability Including \$1,000,000

Any Auto

Hired & Non-Owned Autos

Workers' Compensation:

Statutory Worker's Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)

Per Accident \$1,000,000

Disease \$1,000,000

Each Employee \$1,000,000

All insurance coverages shall name the Chehalis Tribe and ARC Architects as an additional insureds with respect to liability arising out of work performed by Contractor, and an additional insured endorsement(s) to the policy must be provided to the Tribe.

The Contractor shall include all subcontractors at any tier as insureds, and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall:

1. Obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents, and

2. Maintain such evidence on file for a period of one year after the Final Completion date and, upon request, submit such evidence to the Tribe for examination.

Contractor shall insure for fire and other perils any buildings such as, but not limited to, sheds, shops and offices the Contractor brings onto the Project site for Contractor's use. In addition, Contractor shall insure Contractor's owned equipment, tools, and materials brought onto the Project site. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tool, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

BID BOND OR BID DEPOSIT

A Bid Deposit of at least 5% of the Total Bid Amount shown above for all items and schedules is required. This deposit may be made in form of certified check, cashier's check, or Bid Bond (Surety bond).

If a Bid Bond is used, the Bidder shall furnish the bond on a form acceptable to the Tribe, and it shall be signed by both the Bidder and the Surety. The Surety shall be acceptable to the Chehalis Tribe. The Bidder shall bear all costs associated with preparing and furnishing the bond. Bid Bonds shall not be conditioned in any way to modify the minimum 5-percent required.

The Tribe may declare any Bidder failing to furnish the required Bid Deposit as nonresponsive, and be cause for rejection of the Proposal offered.

Under no circumstance will a waiver of sovereign immunity be granted with this project.

PAYMENT AND PERFORMANCE BONDS

The Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Total Contract Cost using the Payment Bond and Performance Bond forms provided by the Tribe. The Payment Bond and Performance Bond shall be valid for the warranty period, and through any other warranty or guaranty period described in the Contract Documents. The Payment Bond and Performance Bond shall provide that the amount of the bonds shall automatically increase the obligation of the bonding company in the amount of any change order to the Contract and notice to the bonding company of such changes for increased obligations shall not be required.

CONSTRUCTION PROGRESS SCHEDULE

The Construction Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment. Unless otherwise provided in the Contract Documents, the Construction Progress Schedule shall be in the form of a bar chart or a critical path method analysis.

Review by the Tribe of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Tribe

may withhold a portion of progress payments until a Construction Progress Schedule has been submitted which meets the requirements of this section. Contractor shall adhere to the Construction Progress Schedule as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Tribe for acceptance proposed adjustments in the Construction Progress Schedule that will not result in changing the Contract Time. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.
2. Proposed adjustments in the Construction Progress Schedule that will change the Contract Time shall be submitted in accordance with the requirements of the Contract Documents. Adjustments in Contract Time may only be made by a Change Order.
3. Contractor shall make all reasonable efforts to mitigate any damages resulting from delays in labor, materials, supplies, or permitting.

Contractor shall utilize and comply with the Construction Progress Schedule. On a monthly basis, or as otherwise directed by Tribe, Contractor shall submit an updated Construction Progress Schedule at its own expense to Tribe indicating actual progress. If, in the opinion of Tribe, Contractor is not in conformance with the Construction Progress Schedule for reasons other than acts of Force Majeure, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Construction Progress Schedule, and if directed by Tribe, Contractor shall submit a corrective action plan or revise the Construction Progress Schedule to reconcile with the actual progress of the Work.

LOOK-AHEAD SCHEDULES

Every calendar week until Total Completion of the Work the Contractor will provide a detailed three-week look-ahead schedule showing all aspects of Work, including the status of Submittals, based on the Construction Progress Schedule. This three week look-ahead schedule will show the Contractor's planned construction activities for the next-occurring three week period, including: (a) critical path activities; (b) equipment deliveries; (c) estimated quantities of materials to be placed or installed; (d) any anticipated delays to the performance of the Work; and (e) safety activities, such as critical lifts, hazardous materials testing. This three-week look-ahead schedule will also show the Contractor's actual progress of the Work for the preceding week.

SAFETY PLAN

In addition to the other requirements of the Contract Documents, in order to receive a Notice to Proceed, the Contractor must submit the following to Tribe:

1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how and when training is provided; method of employee training concerning safety rules and procedures; training in use of protective equipment.

- c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly or other frequency as appropriate, safety meetings mandatory for all employees.
2. An appropriate site-specific safety plan. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with the Chehalis Tribe's Construction Safety Ordinance 11.10.

PROJECT RECORD

Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."

The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to the Tribe at all times. Maintenance of the Project Record, satisfactory to Tribe, will be a requirement for approval of progress payments.

Contractor shall submit the completed and finalized Project Record to Architect prior to Final Acceptance.

SHOP DRAWINGS

"Shop Drawings" means documents and other information required to be submitted to Architect by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Tribe may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to Architect without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Tribe or separate contractors.

Contractor's submittal schedule shall allow a reasonable time for Architect review. Architect will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Architect has approved or taken other appropriate action. The Tribe and Architect shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

Approval or other appropriate action with regard to Shop Drawings, by the Tribe or Architect shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by the Tribe or Architect shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.

If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Architect approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Total Contract Cost or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

CONTRACTOR CONTROL AND SUPERVISION

Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters.

Contractor shall disclose its means and methods of construction when requested by the Tribe. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall not be relieved of the obligation to evaluate and be fully and solely responsible for the control and supervision of those or any other aspects of the Work, including jobsite safety. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall promptly give written notice of that determination, together with an explanation of the reasons Contractor believes the same to be unsafe, to the Tribe and Architect and shall not proceed with that portion of the Work without further written instructions. If in the judgment of the Contractor the specified construction means, methods, techniques, sequences or procedures deviate from prudent construction practice such that there will be an effect on any warranties then the Contractor shall propose alternatives for which no increase in the Total Contract Cost or Contract Time will be made.

Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Tribe and shall not be changed without the prior written consent of the Tribe. The Tribe may require Contractor to remove the superintendent from the Work or Project site, if the Tribe reasonably deems the

superintendent incompetent, careless, or otherwise objectionable, provided the Tribe has first notified Contractor in writing and allowed a reasonable period for transition.

Contractor shall be responsible to the Tribe for acts and omissions of Contractor, Subcontractors, and their employees and agents.

Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner that assures fair, equal, and nondiscriminatory treatment of all persons. The Tribe may, by written notice, request Contractor to remove from the Work or Project site any employee the Tribe reasonably deems incompetent, careless, or otherwise objectionable.

Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

Neither the Contractor, its subcontractors or material person shall extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the Tribe, including any consultants of the Tribe, nor shall the Contractor, its subcontractors or material person rent or purchase any equipment or materials from any employee or officer of the Tribe, or any consultant of the Tribe.

PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the Tribe may have the necessary work performed and charge the cost to Contractor.

Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

WARRANTY OF CONSTRUCTION

If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the Tribe to do so. The Tribe shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor. Unless a longer term is specified by law or in separate warranties, Contractor's warranty repair obligation shall extend for a period of one year following Substantial Completion.

With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing, for the benefit of the Tribe;
3. Enforce all warranties for the benefit of the Tribe, if directed by the Tribe; and
4. Be responsible to enforce any subcontractor's, manufacturers, or supplier's warranties should they extend beyond the period specified in the Contract Documents.

PREPARATION OF PROPOSAL FORM:

All blank spaces in the Proposal Form must be filled in, in ink or typewritten. No changes shall be made in the phraseology of the forms. In case of a discrepancy between the unit prices and the extended totals, unit prices will prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions or intent of the Contract Documents. The Bidder shall list proposed subcontractors, as required, within the space prescribed in the Proposal Form. The Tribe reserves the right to refuse work to those subcontractors that the Tribe deems unqualified for this project.

The Bidder shall sign the Proposal Form in the space provided therefore. If the Bidder is a Corporation, the legal name of the Corporation shall be set forth in the space provided, together with the signature of the officer or officers authorized to sign contracts on behalf of the Corporation. If Bidder is a Co-partnership, the true name of the firm shall be set forth in the space provided, together with the signature of the partner or partners authorized to sign contracts in behalf of the Co-partnership. If signature is by an Agent, other than an officer of a Corporation or a member of a Partnership, a Power-of-Attorney must be on file with the Tribe prior to opening of proposals or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

All bid forms must be fully completed to be scored and ranked by the selection committee.

SUBMISSION OF PROPOSAL

Each proposal must be submitted at the time and place prescribed in the Advertisement for Bids.

Proposals must be on the Proposal Forms contained herein. Each proposal must be submitted in a sealed envelope plainly marked on the outside as Bid Proposal for: Elders Center and the envelope should bear on the outside the Bidder's name and address.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Confederated Tribes of the Chehalis Reservation, Elders Center Project, 420 Howanut Road, Oakville, WA. 98568. It is the Bidder's sole responsibility to ensure that its Proposal is delivered to the location at the appointed place and time.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any bidder may modify his/her bid by written, signed communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Confederated Tribes of the Chehalis Reservation prior to the closing time by mail, recognized carrier, or hand delivery. The written communication should be in a sealed envelope and marked as "Elders Center", not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Tribe until the sealed bid is opened. Any bid may be withdrawn prior to the scheduled time for the opening of bids in the same manner.

No bid may be withdrawn after the time scheduled for opening of bids, unless the time specified in the paragraph, "Award of Contract" of this "Instructions to Bidders" shall have elapsed.

OPENING OF BIDS

After the designated date and time for bid submission all proposals will be opened and evaluated by a selection committee based on the specific selection criteria provided in these documents.

Any bids received after the scheduled closing time for receipt of the bids will be returned to the Bidder unopened. There will be no public bid opening for this project.

QUALIFICATIONS OF BIDDERS

The Tribe may take such investigations it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Tribe all such information and data for this purpose as the Tribe may request. The Tribe reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Tribe that such

Bidder is properly qualified to carry out the obligations of the Contract and to complete that work contemplated therein. Conditional bids will not be accepted.

BIDDER'S UNDERSTANDING

Each Bidder must inform itself of the conditions relating to the execution of the work, and it is assumed that the Bidder will inspect the site and make itself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the Special Provisions section of the Contract Documents in regards to Bidder's obligation to verify all information concerning site and subsurface conditions.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with: federal, State and Tribal laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subject.

The Bidder understands that the awarded Contract will not include a waiver, including limited waiver, of the sovereign immunity of the Chehalis Tribe.

UNIT PRICE BID ITEMS

When the bid for the work is to be submitted on a unit price basis, unit price bids will be accepted on all items of work set forth in the Proposal Form, except those designated to be paid for as "Lump Sum."

The estimate of quantities of work to be done is tabulated in the Proposal Form and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. The Tribe reserves the right to increase or diminish the amount of any class of work as may be deemed necessary, unless otherwise specified in the "Special Provisions".

LUMP SUM BID ITEMS

When the bid for the work is to be submitted on a lump sum basis, a single lump sum price will be accepted on all items of work set forth in the Proposal Form. The total amount to be paid the Contractor shall be the amount of the lump sum bid as adjusted for additions or deletions resulting from change orders.

SELECTED BIDDER

The selected Bidder will be determined by the highest ranking proposal based on scoring of the proposal on the specific criteria provided in these Documents. The Tribe reserves the right to accept or reject any or all bids.

BASIS OF AWARD

Award will be made to the Bidder with the highest-ranking Proposal. The total bid price used in bid evaluations will be based on the Base Bid Price plus any combination of additive alternatives that the Tribe selects. The Tribe reserves the right to accept or reject any or all Bids and select any additive alternates in the bid.

AWARD OF CONTRACT

Within thirty (30) calendar days after the opening of bids, the Tribe shall either accept one bid or reject any or all bids. The Tribe reserves the right to waive any informalities and irregularities in said bids. The award will be made by the Tribe on the basis of that bid from the lowest responsive, responsible, qualified Bidder that, in the Tribe's sole and absolute judgment, will

best serve the interest of the Tribe. When projects are paid for in part by federal aid, the award will be made on the basis of that bid submitted by the responsible Bidder submitting the lowest proposal acceptable to the financing agency.

The acceptance of the bid will be written notice, mailed, digitally mailed, or delivered to the office designated in the Proposal Form. In the event of failure of the highest scored responsible Bidder to sign and return the Agreement with acceptable "Payment Bond", "Performance Bond", and Insurance Certificate as prescribed herein, the Tribe may award the Contract to the next highest scored responsible Bidder. Such award, if made, will be within sixty (60) calendar days after the opening of bids.

EXECUTION OF AGREEMENT

The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to the Tribe the Agreement hereto attached together with the acceptable bonds and certificate of insurance as required by these documents. Within ten (10) calendar days after receiving the signed Agreement with acceptable bonds from the successful Bidder, the Tribe's authorized agent will sign the Agreement. Signature by both parties constitutes execution of the Agreement.

BIDDER'S CHECKLIST

The bidder's attention is called to the following forms, which must be executed in full as required and submitted (as a sealed bid) at the time of bid opening.

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal.
2. Construction Project Schedule.
3. Form B – Subcontractors list
3. Form C – Bidders Construction Experience Form
4. Bonding (5%).
5. Proof of enrollment in a federally recognized Indian Tribe, if applicable.
6. Form D – Signature Page

FAILURE TO COMPLETE AND SUBMIT THE ABOVE ITEMS MAY BE CAUSE FOR THE TRIBE TO CONSIDER THE BID IRREGULAR AND BE REJECTED.

The following forms are to be executed after the Award:

1. Contract: To be executed by the successful bidder and the Tribe.
2. Contract Bond (Performance and Payment Bond).
3. Insurance Certificates.

PROPOSAL REQUIREMENTS

Proposals must consist of the following information in the order indicated below:

1. Form A – Bid Proposal
2. Construction Project Schedule - The project schedule will be evaluated to assess the

Bidder's ability to complete the project in a timely manner. Project schedules must also demonstrate that the Bidder understands the work involved, has coordinated with any subcontractors, and has accounted for material availability. Must show coordination of items with long lead deliveries to complete project in the most time effective manner.

3. Form B – Subcontractors list
4. Form C – Bidders Construction Experience Form
5. Bonding - A Bid Deposit of at least 5% of the Total Bid Amount shown above for all items and schedules is required.
6. Preference will be given to qualified applicants who are a Native-owned business. To be considered for Indian preference, you must submit proof that majority ownership of the company is an enrolled member of a federally recognized Indian Tribe.
7. Form D – Signature Sheet

Chehalis Tribe Elder Center

Detailed Cost Breakdown

11,321 SF

BID PROPOSAL / SCHEDULE OF VALUES

BIDDER-

COMPONENT DESCRIPTION

EXTENSION

1. DEMO/EARTHWORK/UTILITIES	\$ -
2. HARDSCAPE/PAVING/FENCING	\$ -
3. SITE SPECIALTIES	\$ -
4. LANDSCAPING AND IRRIGATION	\$ -
5. FOUNDATIONS	\$ -
6. VERITCAL STRUCTURE	\$ -
7. FLOOR AND ROOF STRUCTURE	\$ -
8. EXTERIOR CLADDING	\$ -
9. ROOFING AND WATERPROOFING	\$ -
10. INTERIOR PARTITIONS AND DOORS	\$ -
11. INTERIOR FINISHES-FLOORS, WALLS, CEILINGS	\$ -
12. FIXED EQUIPMENT	\$ -
13. FURNISHINGS AND CASEWORK	\$ -
14. FIRE PROTECTION	\$ -

15. PLUMBING	\$ -
16. HEATING, VENTILATING & AIR CONDITIONING	\$ -
17. ELECTRICAL	\$ -
18. FISH PIT STRUCTURE	\$ -
GENERAL CONDITIONS	\$ -
LIABILITY INSURANCE	\$ -
BUILDER'S RISK INSURANCE	\$ -
CONTRACTOR'S FEE (OVERHEAD & PROFIT)	\$ -
CONSTRUCTION CONTINGENCY	\$ -
TOTAL BASE BID	\$ -

SCHEDULE OF ALTERNATES - SEE SECTION - 01 23 00 OF BID DOCUMENTS

ADDITIVE	
1. SOLAR PHOTO VOLTAIC SYSTEM	\$ -
DEDUCTIVE	
ALTERNATE 1	\$ -
ALTERNATE 2A	\$ -
ALTERNATE 2B	\$ -
ALTERNATE 2C	\$ -
ALTERNATE 2D	\$ -
ALTERNATE 2E	\$ -
ALTERNATE 2F	\$ -
ALTERNATE 2G	\$ -

FORM B: SUBCONTRACTOR LIST

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) as part of the bid. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

Subcontractor Name	Address	Phone/email	Work to be performed

Please note: All subcontractors will be required to obtain a Tribal Business License prior to conducting any work on the Chehalis Reservation. An application and fee are required to apply for the license. Current license fees are \$50 for non-Native owned businesses and \$20 for Native owned businesses.

FORM C: BIDDERS CONSTRUCTION EXPERIENCE FORM

NOTE: All questions must be answered and the data given must be clear and comprehensive. If necessary, include separate sheets.

1. How many years has your organization been in business as a Contractor?

2. How many years has your organization been in business under this present business name?

3. Under what other or former names has your organization operated?

4. If your organization is a corporation, answer the following:
Date of incorporation:
State of incorporation:
Presidents name:

5. If your organization is a partnership, answer the following:
Date of organization:
Type of partnership (if applicable):
Names of general partner:

6. If your organization is individually owned, answer the following:
Date of organization:
Name of owner:

7. Describe the general character of work performed by your company

8. On a separate sheet, list major construction contracts your organization has in progress, giving the name of the project, owner, contract amount, percent complete, and scheduled completion date.

9. Have you ever failed to complete any work awarded to you? If so, why and where?

10. Have you ever defaulted on a Contract? If yes, provide details on separate sheet.

11. List projects of similar scope completed by your company. Include the approximate cost for each, the client, and the month and year completed.

12. List the major equipment available for this contract

13. On a separate sheet, list jobs completed that are of similar type and magnitude to this project, include: project name, description of work performed, completion date, client name, reference phone number, and dollar value.

14. State the average annual amount of construction work performed during the past five years.

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Tribe?

16. List all claims and litigations for similar projects performed during the past 5 years.

Name of Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FORM D - SIGNATURE SHEET

The undersigned hereby certifies that he/she has examined the location of:

******* Elders Center Project *******

and has read and thoroughly understands the plans, specifications, and contract governing the work in this improvement. The undersigned is deemed to have acknowledged all requirements and signed all certificates contained herein.

The undersigned proposes to undertake and complete the work in this improvement.

Addenda Acknowledgement:

Receipt is hereby acknowledged of Addendum No (s) _____, _____, _____, _____, _____,
_____.

Signature:

Contractor (Firm Name): _____

Address: _____

Phone Number: _____

Contractors WA Registration No.: _____

CCR No.: _____

DUNS No.: _____

**SAMPLE
CONTRACT
FORMS**

Elders Center
Scoring Criteria

Reviewer Name _____

Firms Name _____

Scored Criteria	Points Available	Score
<p>Professional Qualifications and Past Performances – Qualifications of the firm and staff to complete the work should include experience related to this project. Proposed superintendent’s tenure with bidder and past experience and successes in completing similar projects. Past performance on similar contracts with Government and/or Tribal agencies, (3) comparable projects including project contact, project description and overall cost.</p>	20	
Comments:		
<p>Project Schedule – Provide a Construction Project Schedule that shows completion of all deliverables that includes coordinated work items and details all areas of the project (The more detail the better).</p>	20	
Comments:		



Elders Center
Scoring Criteria

Indian Preference - Preference will be given to qualified applicants who are a Native-owned business. To be considered for Indian preference, you must submit proof that majority ownership of the company is an enrolled member of a federally recognized Indian Tribe. Documentation must be submitted to receive the five (5) points.	5	
Comments:		
Cost Proposal – Bid amount will be scored based on both the reasonableness of the proposed costs and thoroughness. Score on a sliding scale based on rank of individual bidders and range of variation in bid amount.	55	
Comments:		



NOTICE OF AWARD

To: _____

PROJECT: Elders Center

The OWNER has considered the PROPOSAL submitted by you on _____, _____, 2021, for the above described WORK in response to its Request for Bids.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$ _____.

You are required by the Instructions To Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and CERTIFICATES within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2021.

Confederated Tribes of the Chehalis Reservation

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

this the _____ day of _____, 2021.

By _____

Title _____

Confederated Tribes of the Chehalis Reservation



CONSTRUCTION CONTRACT

This Contract is made on the (Insert date), by and between the **Confederated Tribes of the Chehalis Reservation**, hereinafter referred to as “Tribe” and (Insert name of company), (Type of contractor), hereinafter referred to as “Contractor.” This Contract is made for work to be performed for the benefit of the Tribe in order to make the necessary improvements to afford safe, healthy, and sound construction for the Tribe and in compliance with appropriate Tribal and federal provisions.

RECITALS

Contractor, in consideration of the sum indicated on the Contractor’s Proposal, which by this reference is made a part hereof, and in consideration of the other covenants and agreements herein contained, agrees to perform and complete the work herein described:

1. A. Contractor shall accomplish all the work for this project as indicated in the attached Bid (Name of project), which is made a part hereof, which includes the project specifications and are also incorporated as part of this Contract.
 - B. The Scope of Work covered by this Contract shall be completed by (Name of contractor).
 - C. Excusable delays.
Except with respect to failures of subcontractors, the Contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such cause may include, but are not restricted to, Acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of the owner, fires, floods, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform, and if such failure arises out of the cause beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of the Contract, unless (a) the supplies or services to be furnished by the subcontractor were obtained from other supplies, and (b) the Contractor shall have failed to comply reasonably with such order. The Contractor shall within 10 days from beginning of such delay notify the Tribe in writing of the causes of the delay. The Tribe shall ascertain the facts and extent of such failure and, if determined that any failure to perform was occasioned by any one or more of the said cause, the delivery schedule shall be revised accordingly.
2. The Tribe shall make payments to the Contractor of a sum not to exceed the total amount of \$ _____. The Tribe shall make payments within 30 days after completion of the work, or

by a timeline agreed to by both parties and attached and made part of this Contract. The last payment will be made with the approval of work by the Tribal Business Committee. A 5% retainage fee shall be held until all parties, including the Tribal Building Inspector, accept the work as being complete including all punch list items. All warranties and lien waivers and project as-builts as specified must be received prior to final payment.

3. Amendments and work orders to this Contract shall only be made upon written amendments agreed to and executed by the parties.
4. Contractor shall obtain and maintain all required licenses or permits, and meet all requirements of the Tribe, State, and/or Federal laws as applicable for the successful completion of this project. Contractor will provide copies of his Contractor's License, Workers Compensation, Bonding and/or Insurance Certificate.
5. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining prior written approval of the Tribe.
6. Warranty.
Contractor warrants that all materials used will be new and of good quality unless use of other materials is approved in writing by the Tribe, and that all work will be free of defects in workmanship, and that the work will conform to the conditions of this Contract and the standards in the industry. This warranty is for a period of 12 months following the date the work is approved by the Business Committee. Any warranty claim shall be submitted to Contractor in writing within the 12 month period.
7. Termination Conditions.
In event of contract termination by any of the following provisions, the parties agree to make notification in writing of the reasons for termination and the effective date.
 - A. Termination for Cause.
The Tribe, by written notice of default (including breach of contract) to the Contractor may immediately terminate the whole or any part of this Contract if Contractor failed to perform in the manner called for by this Contract; or fails to provide the services within the time specified herein, or any of the other provisions of this Contract; or fails to pursue the work as to endanger performance of this Contract in accordance with its terms and fails to correct such failures.
 - B. Termination for Bankruptcy or Insolvency.
The Tribe may immediately terminate Contract if Contractor files and is involuntarily declared to be bankrupt or insolvent according to law, or if assignment of Contractor's property shall be made for the benefit of creditors. The Tribe may thereupon remove Contractor and his effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.
 - C. Termination for convenience.
This Contract may be terminated in whole or in part if the Tribe and Contractor agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The parties will agree upon termination conditions,

including effective date, and in the case of partial termination, the portions to be terminated.

D. Termination in Event of Damaged or Destroyed Property.

This Contract may be terminated by Contractor if the property is substantially damaged or destroyed by fire, natural disaster or causes other than by deliberate acts or negligence by the Contractor.

8. The rights and remedies of the Tribe provided in Section 7 related to defaults by the Contractor shall not be exclusive and are in addition to any other rights or remedies provided by law or under this Contract.

9. Compensation in Event of Termination.

If Contract is terminated for reasons identified in Section 7 above, the Tribe will compensate the Contractor proportionately for the work that has been satisfactorily completed. The Tribe in accordance with generally accepted standards of the trade will make the determination of satisfactory work.

10. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC § 847) as supplemented in Department of Labor Regulations, (29 CFR Part 3) and shall not induce by any means, any person employed by this project, to give up any part of the compensation to which they are otherwise entitled.

11. Contractor Continuously throughout the term of this Agreement, Contractor shall carry and maintain, at Contractor's expense, general liability, errors and omissions, automobile, property damage, and if applicable, workman's compensation insurance. Contractor must provide a Certificate of Insurance naming the Tribe as Additional Insured showing the following coverages:

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

Personal Injury \$1,000,000

Damages to Rented Premises \$50,000

Automobile Liability Including: \$1,000,000

Any Auto

Hired & Non-Owned Autos

Workers' Compensation:

Statutory Worker's Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)

Per Accident \$1,000,000

Disease \$1,000,000

Each Employee \$1,000,000

12. Contractor shall furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor unless otherwise specified in the Contract documents.

13. It is expressly understood that the laws of the Tribe and where applicable Federal laws shall govern this Contract.
14. Any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Tribal Court of the Tribe to the extent jurisdiction obtains. Both as to interpretation and performance, the tribal laws of the Tribe shall govern this Contract; in the absence of tribal law, federal law applies. Nothing in this Contract shall be deemed or construed as a waiver of the sovereign immunity of the Tribe or any of its subsidiaries, officers, directors, employees, or representatives.
15. Contractor shall promptly, as due, make payments of all debts, dues, demands and obligations incurred in the performance of this Contract and shall not permit any lien or claim to be filed or prosecuted against the Owner or the Tribe.
16. Contactor hereby agrees to indemnify and hold Tribe harmless from any and all claims, causes of action, losses, damages, and expenses, including attorney's fees, arising out of Contractor's performance of the work.
17. If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract.
18. Contractor must apply for and be issued a Tribal Business License in order to work within the exterior boundaries of the Chehalis Reservation. The fee for the license is \$50.00.
19. The Contractor will comply with the Indian Preference requirements in 24 CFR 1003.510 Contractor and all sub-contractors shall exercise Native Preference and Chehalis Tribal Preference, as described in the Chehalis Tribal Procurement Policies, in hiring staff or engaging subcontractors for the completion of the work. The Tribe's Planning Department shall assist Contractor in exercising this preference by providing copies of relevant policy sections and advising Contractor with regard to hiring or engagement of subcontractors at Contractor's request.
20. Contractor acknowledges that Washington State sales and excise taxes do not apply to the delivery of the goods and/or services described under this Contract to the Chehalis Tribe within the Tribe's jurisdiction, and shall not include any Washington or other State sales or excise tax in the fee charged for performing the work.
21. Contractor shall retain for not less than three years all financial and other records pertinent to this Contract and make such records available to agents of the Tribe and to agents of any federal agency identified by the Tribe or the Comptroller General of the United States, for the purpose of conducting an audit.
22. Nothing in this Contract shall be construed so as to create any relationship of joint venture, partnership, employer/employee, agency, landlord/tenant or any similar relationship between the parties. Contractor is solely responsible for compliance with any laws and regulations

applicable to Contractor, and for payment of any self-employment or other taxes that may apply to Contractor's earnings resulting from performance of this Contract.

23. Contractor shall maintain and enforce adequate policies to ensure that all of Contractor's employees, representatives, agents and subcontractors maintain a drug and alcohol-free working environment while performing the work. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Agreement, or the performance of services under this Agreement by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.
24. The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member and whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor nor Contractor's employees, agents, or subcontractors who enter the Tribe's territory pursuant to this Agreement shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," or of a "domestic violence offense," as those terms are defined or understood under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's behalf under this Agreement shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Chehalis Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform work within the territory of the Chehalis Tribe under this Agreement. Contractor shall comply in a timely manner with the Chehalis Tribe's reasonable request for the personal identifying information of Contractor or Contractor's employees, agents, or subcontractors for the limited purpose of performing a criminal background check to verify Contractor's compliance with this provision.
25. The Contractor will comply with applicable standards and policies relating to energy efficiency that are contained in the Energy Policy and Conservation Act (42 U.S.C. 6201) and the American Clean Energy and Security Act of 2009.
26. The Contractor shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321.
27. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to comply with 2 CFR 200.333 and 2 CFR 200.336 which includes providing access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a

period of not less than three years after final payment is made and all pending matters are closed.

28. Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
29. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
30. Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Tribe if any subcontractor becomes debarred or suspended, and shall, at the Tribe's request, take all steps required by the Tribe to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.
31. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, et seq.).
32. Notwithstanding anything herein to the contrary, Contractor and all subcontractors shall comply with the terms of 2 CFR Part 200 Appendix II.

Confederated Tribes of the Chehalis Reservation

Signed: _____
Amy Loudermilk, Director of Planning

Date: **DATE**

Contractor

Signed: _____
Name:

Date: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That _____, as PRINCIPAL, and _____, a corporation duly authorized to act as a surety company in the State of Washington as SURETY, are jointly and severally held and bound unto the Confederated Tribes of the Chehalis Reservation as Obligee, hereinafter called OWNER, in the sum of

_____ dollars and _____ cents, (\$ _____), for the payment of which we jointly and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL herein has made and entered into a certain contract with the OWNER, a copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said PRINCIPAL agrees to perform certain work and to furnish certain materials and to assume obligations, all in accordance with the terms, conditions, requirements, drawings, and specifications set out in said contract, and

NOW THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him/her undertaken to be performed under said Contract, upon the terms set forth therein and within the time prescribed therein or as extended as provided therein, and shall in all respects perform said Contract according to law, then this obligation shall be void, otherwise to remain in full force and effect.

For value received, the SURETY hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the payment thereof.

Nothing herein constitutes a waiver of the Tribe's sovereign immunity nor will the Tribe waive that immunity under any circumstance.

In Witness Whereof, the parties hereto have caused this Bond to be executed in

This _____ day of _____, 2021.

PRINCIPAL:

SURETY:

By _____

By _____

Attorney-in-fact

Title: _____

Attest: _____

Secretary

The Attorney-in-fact, who executes this bond in behalf of the surety company, must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents", as the term is defined in the Instructions to Bidders with all corrections, interlineations, signatures, etc., completely reproduced therein.

PAYMENT BOND

Bond Number _____

KNOW ALL PERSONS BY THESE PRESENTS, That _____, as PRINCIPAL, hereinafter called PRINCIPAL, and _____, a corporation organized and existing under the laws of the State of Washington as SURETY, hereinafter called SURETY, are held and firmly bound unto the Confederated Tribes of the Chehalis Reservation as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of _____ dollars and _____ cents (\$ _____), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executor, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has written agreement dated _____, 2021, entered into a contract with OWNER for WW Collection System/WWTF Upgrades in accordance with drawings and specifications prepared by Century West Engineering Corporation, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then his obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the principal or with the subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above named principal and surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date of which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (A) Unless claimant, other than one having a direct contract with the principal, shall

have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Washington save that such service need not be made by a public offer.

- (B) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (C) Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Nothing herein constitutes a waiver of the Tribe's sovereign immunity nor will the Tribe waive that immunity under any circumstance.

Witness

(Seal)

By _____

(Seal)

By _____