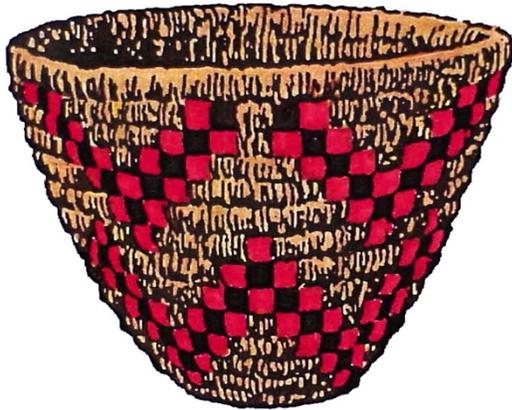


RFP/BID FORM
REQUEST FOR PROPOSALS
ASH STREET PROJECT



Confederated Tribes of the Chehalis Reservation



PO Box 536
6 Niederman Road
Oakville, Washington 98568
PH: 360-709-1862
bvoncluck@chehalis-tribe.org

June 8, 2021



1) INVITATION TO BID

The Confederated Tribes of the Chehalis Reservation Ash Street Project

Sealed bids for the Design of Ash Street in Oakville WA. will be received at The Confederated Tribes of the Chehalis Reservation's Administration Offices, 420 Howanut Road, Oakville, WA. 98568 or by email at bvoncluck@chehalis-tribe.org until 1:00 p.m. June 25, 2021, at which time the bids will be evaluated based on specific criteria provided in the Contract Documents. There will be no public bid opening for this project.

The project includes the furnishing of all labor, materials and equipment necessary to design Ash Street following WA Dot current standards and Bureau of Indian Affairs Road Plans Checklist.

Each proposal must be submitted on the prescribed form/s.

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

Any questions regarding this plan room, shall be directed to bvoncluck@chehalis-tribe.org. Partial sets of Bidding Documents will not be available from the Issuing Office. The Tribe will not be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

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

Brian von Clück
Utility Construction Project Coordinator
Planning Department
420 Howanut Rd.
Oakville, WA. 98568
360-709-1862
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1) GENERAL DESCRIPTION OF THE PROJECT & SCOPE

The project consists of the design of Ash Street in Oakville Washington. Approximately 800 liner feet of road that will start at School Street and end on Tribal property. The road consists of a 30ft easement that currently holds a single lane road with unfinished sides. Water lines run through Ash street from South to North half about 400' from School street and run East on the northern side of the road. The design will evaluate the possibility of multiple ideas of a sidewalk, lighting, and water main movement and extension as well as Ash Street extending beyond its current stopped location Westerly.

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.

During the conceptual design phase, the selected Engineer will work with the Tribe to determine the final design that includes:

- Sidewalk on the south side of the road.
- Illumination on new street light standards on South of the road with options to revise.
- Drainage to be infiltrated in roadside swale.
- Swales will be hydroseeded with no irrigation provided.
- Provide curb and gutter with curb breaks for drainage flow.
- Extension of road from current ending to an additional 300' west with a hammer head type emergency vehicle turn around.
- Water line movement from the North side of Ash to the South side of Ash in the swale
- Water line extension from the current location heading West to the end of Ash Street.

Tasks

- A. Base map – Prepare design base map of existing conditions such as, but not limited to, rights-of-way, easements, utilities, signage, pavement markings floodplain, wetlands, etc...
- B. Exclusion – Survey's needed for the design of the project will be communicated via email from the consultant and completed by the Tribe.
- C. Conceptual design – Prepare a preliminary roadway plan for reconstruction. Design a typical roadway section and define project limits, construction materials, and conceptual details. Identify drainage easements as required. Identify limits of temporary construction impacts for the purpose of identifying construction easements.



- D. Design Plans – The design plans shall be in conformance with WSDOT Standard Specifications for Roads, Bridges, and Municipal Construction, latest edition, and shall include an area map, plan and profile drawings, cross sections, construction details, staged construction plan, and any other drawings necessary to adequately provide for the acquisition of permits and construction of the improvements. Plans must meet the Bureau of Indian Affairs' *Road Plans Checklist* (see attached).

Design plans shall be submitted for review and comment by the Chehalis Tribe at 30%, 60% and 90% levels of completion.

The Consultant shall calculate unit bid quantities and provide those quantities in spreadsheet tabular formatting along with a final engineer's estimate of probable construction costs.

- E. Construction phase services – The Engineer shall provide construction phase services including interpretations and clarifications of the contract documents, pre-construction conference involvement in reviewing schedules acceptability, show drawings, and field inspection to assess substantial completion of punch list items, change orders and change proposal requests. Engineer will provide close out documents such as but not limited to record drawings, review of certificates of inspection, pre and final inspections.

- F. **Final Design to be turned in 45 days after notice to proceed.**

2) 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. 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 sites, 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.

3) 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 Advertising 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

In addition, Contractor shall maintain Errors and Omissions Professional insurance of \$1,000,000.

All insurance coverages shall name the Chehalis Tribe as an additional insured 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. Also, 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.

4) BID BOND OR BID DEPOSIT

A Bid Deposit is not required for this project.

PAYMENT AND PERFORMANCE BONDS

A Payment and Performance bond is not required for this project.



5) PROGRESS SCHEDULE

The 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 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 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 Progress Schedule. On a monthly basis, or as otherwise directed by Tribe, Contractor shall submit an updated Progress Schedule at its own expense to Tribe indicating actual progress. If, in the opinion of Tribe, Contractor is not in conformance with the 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 Progress Schedule, and if directed by Tribe, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

6) 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/Engineer prior to Final Acceptance.

7) SHOP DRAWINGS

"Shop Drawings" means documents and other information required to be submitted to Architect/Engineer 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/Engineer 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/Engineer review. Architect/Engineer 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/Engineer has approved or taken other appropriate action. The Tribe and Architect/Engineer 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/Engineer 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/Engineer 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/Engineer 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.

8) 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 which 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.

9) PAYMENTS AND COMPLETION

Before submitting its first Application for Payment, Contractor shall submit to the Tribe for approval a breakdown allocating the Total Contract Cost to each principal category of work and GC/CM cost category, in such detail as requested by the Tribe ("Schedule of Values"). The Tribe may require separate Schedules of Values and Applications for Payment for portions of the Work to comply with grant funding requirements for the Project. The approved Schedule of Values shall be used by the Tribe as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

1. Submit a list of subcontractors and material suppliers.
2. The Schedule of Values and the Contractor's Progress Schedule shall be developed and agreed to in conjunction with the subcontractors.
 - (a) Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - (i) Items required to be indicated as separate activities in Construction Progress Schedule.
 - (ii) Application for Payment forms, including Continuation Sheets.
 - (b) Submit the Schedule of Values allocating the Total Contract Cost to the Tribe's Project Manager and Architect for approval at the earliest possible date but no later than 30 days after the issuance of the Notice to Proceed, and not less than 7 days prior to the first application for payment.

APPLICATION FOR PAYMENT



The last week of each month, the Contractor shall submit to the Tribe's Project Manager a report on the current progress of the Work as compared to the Construction Progress Schedule, and a draft Application for Payment, for Work performed during the prior calendar month. The Contractor, Tribe's Project Manager shall meet prior to the end of the month and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. Tribe may require Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions from subcontractors, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

Except as otherwise indicated, sequence of progress payments shall be regular, and each must be consistent with previous applications and payments; it is recognized that certain applications involve extra requirements, including initial application, application at times of Substantial Completion, and final payment application.

FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to the Tribe a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by the Tribe arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to the Tribe of all claims by Contractor, or any such Subcontractor, for an increase in the Total Contract Cost or the Contract Time, and for every act or omission of the Tribe relating to or arising out of the Work.

Application for a final pay request will be accepted for processing only after satisfactory completion of the following:

1. Punchlist items complete and accepted;
2. Agreement on all Change Order costs;
3. Other requirements as specified in Contract Documents.



10) 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.

11) 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 Form contained herein. Each proposal must be submitted in a sealed envelope, plainly marked on the outside as Bid Proposal for: Ash Street and the envelope should bear on the outside the Bidder's name and address or by email at bvoncluck@chehalis tribe.org .

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



12) 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 "Ash Street Project", 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.

13) 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 in private.

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.

14) 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.

15) 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 local 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.

16) 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".

17) 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.

18) 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.



19) 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.

20) 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 which, 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.

21) 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.



22) 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. Project Schedule.
3. Form B – Subcontractors list
4. Proof of enrollment in a federally recognized Indian Tribe, if applicable.
5. 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. Insurance Certificates.

23) PROPOSAL REQUIREMENTS

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

1. Form A – Bid Amount
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 – Not required for this project.
6. Proof of enrollment in a federally recognized Indian Tribe, if applicable. Preference will be given to qualified applicants who are members of federally recognized Indian tribes. To be considered for Indian Preference, you must submit proof of enrollment in a federally recognized Indian tribe.
7. Form D – Signature Page.



24)FORM A: BID AMOUNT

| Bid Item No. | Description of Item | Estimated Quantity | Unit Price | Total Amount |
|---------------------|----------------------------|---------------------------|-------------------|---------------------|
| | | | | |
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25)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 |
|---------------------------|----------------|--------------------|-----------------------------|
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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.



26) FORM D - SIGNATURE SHEET

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

******* Ash Street 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.: _____



27) SAMPLE CONTRACT FORMS

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

This Agreement is made by and between the Confederated Tribes of the Chehalis Reservation, a federally recognized Indian tribe, (hereinafter "Chehalis Tribe"), and _____ ("Contractor"), for professional services as set forth herein. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and understood by the parties that:

A. TERM OF AGREEMENT

Subject to the terms and conditions contained in this Agreement and the Grant which forms the basis of this Agreement, if any, the Chehalis Tribe and Contractor agree that the term of the Agreement is effective upon the date of signature through _____.

B. CONTRACT REPRESENTATIVES

The Contract Administrator for this contract shall be [Click here to enter text.](#) [Click here to enter text.](#)

C. STATEMENT OF WORK

Contractor will provide _____ services for the Tribe's _____ Department with respect to _____ matters / proceedings. Contractor will be available and / or provide services for up to _____ hours per week.

D. PAYMENTS

In consideration for the performance of all services listed in the Statement of Work of this Agreement by Contractor, the Chehalis Tribe agrees to pay Contractor a fee of \$_____.00 per hour not to exceed \$_____ per annum. Final Payment is due 30 days upon receipt of final invoice. Invoices must have the following to constitute being a valid invoice: business name; business address and contact phone number; invoice date; and description of services/goods provided such as unit price, quantity, freight charges, total price of the products or service, length of the service including total hours per day, per worker, description of the good/service.

E. TAXES

The Chehalis Tribe shall not be liable for any state, local, or other tax imposed upon services delivered to the Chehalis Tribe on the Chehalis Reservation or trust lands. Contractor's fee shall not include any such tax on such services.



F. INDEPENDENT CONTRACTOR

Contractor's services shall be furnished by Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee, joint venture, or any partnership relationship. Contractor is an independent contractor for all purposes, including employment insurance and tax liability. The Chehalis Tribe will not deduct federal withholdings tax, social security, insurance or any other payroll benefits or gratuities.

G. TERMINATION

This Agreement may be terminated as follows:

1. Upon the mutual written consent of Contractor and Chehalis Tribe.
2. By either party due to the other party's failure to perform any of the conditions or covenants of this Agreement, on 3 days notice in writing to the other party stating the reason(s) for termination.
3. Upon 30 days written notice by one party to the other party for any reason.

In the event of termination under Section (G)(1), (G)(2), or (G)(3) Contractor will be compensated for the work that has been satisfactorily completed up to the date of termination.

H. FORCE MAJEURE

Whenever either party is required or permitted to perform any act under this Agreement within a time limit, the performance thereof shall be excused for such period as the party is delayed from performing such act by force majeure, including, without limitation, fire, flood, act of God, any act of war, laws, rules, or regulations outside the party's control.

I. NO ASSIGNMENT

Contractor shall not assign this Agreement, or any part thereof, without the prior written consent of Chehalis Tribe.

J. INDEMNIFICATION

Contractor shall be responsible for and shall indemnify and hold the Tribe, its officers, agents, and employees harmless from all liability resulting from the acts of omissions of the Contractor and its agents, subcontractors, and employees. The Tribe shall be responsible for and shall indemnify and hold Contractor, its officers, agents, and employees harmless from all liability resulting from the acts



of omissions of the Tribe and its officers, agents, subcontractors, and employees.

K. INSURANCE

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 Advertising 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

L. RESOLUTION OF DISPUTES

All efforts will be made to negotiate and resolve disputes between the Tribe and the Contractor. If, however, resolution cannot be achieved, then either the Contractor or the Tribe may bring the facts of the dispute to the Chehalis Tribal Court. Any litigation necessary to enforce the obligations of either party under this Agreement must be brought into the Chehalis Tribal Court to the extent



jurisdiction obtains. Both as to interpretation and performance, the laws of the Chehalis Tribe shall govern this Agreement; in the absence of tribal law, federal law applies. Nothing in this Agreement shall be construed to constitute a waiver of the Chehalis Tribe's sovereign immunity.

M. WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

N. NOTICES

For all notices, payments, and other communications, the parties acknowledge that notice to the following address is adequate:

To Contractor:

To Tribe:

Chehalis Tribe ATTN:

PO Box 536 Oakville, WA 98568



O. RECORDS

Contractor shall provide access to any and all of Contractor's books, papers, or other records directly pertinent to the services provided by Contractor under this Agreement to the Chairperson of the Chehalis Tribe, or the Comptroller of the United States, or their designee(s) on request. Contractor shall maintain such books, papers, or other records and grant such access for a period of not less than three (3) years following receipt of final payment.

P. DRUG AND ALCOHOL FREE POLICY

Contractor shall maintain and enforce adequate internal policies and procedures to ensure that Contractor and Contractor's employees, agents, and subcontractors maintain a drug-and-alcohol-free work environment. 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.

Q. CRIMINAL CONVICTION POLICY

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 provide services to the Chehalis Tribe under this Agreement in the Tribe's territory shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," 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 services 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.

R. LICENSING

Contractor shall, as soon as practicable, request an evaluation from the Chehalis Tribal Planning Department of whether a tribal business license is required for the services delivered under this Agreement, and to apply for and obtain any and all licenses required by that Department. Business License is \$50 per annum.



S. REGISTRATION WITH SAM.GOV

All contractors with the Tribe are now required to register at Sam.gov prior to or simultaneously with entry into this Agreement.

T. ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when executed by each of the parties and delivered to the other party.

Engineer:

Confederated Tribes of the Chehalis
Reservation

Name: Click here to enter text.

Name:

Its: Click here to enter text.

Its:

Date: _____

Date: _____



29) Ash Street

Scoring Criteria

April 2021

Reviewer Name _____

Firms Name _____

| Scored Criteria | Points Available | Score |
|---|------------------|-------|
| 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. | 15 | |
| Comments: | | |
| 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). The schedule shall assume an estimated Pre-con meeting date of XX 2021. | 10 | |
| Comments: | | |



Ash Street
Scoring Criteria
April 2021

| | | |
|--|------------------|--|
| <p>Indian Preference - Preference will be given to qualified applicants who are members of federally recognized tribes and have a significant stake in the company. To be considered for Indian preference, you must submit proof of enrollment in a federally recognized Indian Tribe. Documentation must be submitted to receive the five (5) points.</p> | <p>5</p> | |
| <p>Comments:</p> | | |
| <p>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. Lowest Bidder gets max points each bid above should be separated by a difference of 10 points.</p> | <p>60</p> | |
| <p>Comments:</p> | | |



30) NOTICE OF AWARD

To: _____

PROJECT: Ash Street Project

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 _____

31) ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

this the _____ day of _____, 2021.

By _____

Title _____

