



# The Tulalip Tribes

## REQUEST FOR PROPOSAL

### BUILDING INSPECTOR/ PLANS EXAMINER

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DATE DUE: Friday, March 6, 2015  
TIME DUE: 4:00 p.m.

---

Envelopes must be sealed and marked with Project Title.  
Consultants must submit one (1) original and two (2) complete copies of their proposal.

#### PROJECT ADMINISTRATOR & RFP Questions

Amanda Hunter  
Planning Department  
The Tulalip Tribes  
Phone: (360) 716-4209  
Fax: (360) 716-0179  
Email: [ahunter@tulaliptribes-nsn.gov](mailto:ahunter@tulaliptribes-nsn.gov)

#### SUBMIT PROPOSALS TO:

Amanda Hunter  
Planning Department  
6406 Marine DR NW  
Tulalip, WA 98271

**PUBLIC NOTICE  
REQUEST FOR PROPOSALS  
BUILDING INSPECTOR/ PLANS EXAMINER**

Planning Department (hereinafter Planning) will invite qualified individuals or consultants to submit proposals to provide building inspection and plan review based upon the scope of work contained in Planning's Request for Proposal packet. Proposals will be received until 4:00 p.m. local time, Friday, March 6, 2015, at Tulalip Tribes Administrative Building, 6406 Marine DR NW, Tulalip, WA 98271. RFP packets may be downloaded from [www.tulaliptribes-nsn.gov](http://www.tulaliptribes-nsn.gov).

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting consultant unopened after a contract has been awarded for the required services. Pre-qualification of Consultants is not required.

Planning Department may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the tribe if it is in the public interest to do so.

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**SECTION 1**  
**INTRODUCTION**

The Tulalip Tribes, Planning department will invite qualified individuals or consultants to submit proposals to provide building inspections and plan reviews based upon the scope of work contained in Planning Request for Proposal packet. Proposals will be received until 4:00 p.m. local time, Friday, March 6, 2015, at the Tulalip Tribes Administration Building, Planning Department, 6406 Marine DR NW, Tulalip, WA 98271.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting consultant unopened after a contract has been awarded for the required services. Pre-qualification of Consultants is not required.

Planning may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of Planning if it is in the public interest to do so.

**SECTION 2**  
**CONSULTANT'S SPECIAL INSTRUCTIONS**

**A. PROPOSED TIMELINES**

Wednesday, February 18, 2015	Advertisement and Release of Proposals
Friday, March 6, 2015 – 4:00 p.m.	Deadline for Submission of Proposals
Wednesday March 11, 2015	Interviews (if necessary)
Monday, March 16, 2015	Award of Contract
April 06, 2015	Commencement of Services

**NOTE:** Planning reserves the right to modify this schedule at Planning's discretion. Proper notification of changes in the will be made to all interested parties.

**B. GENERAL**

By submitting a proposal, the Consultant certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

**C. PROPOSAL SUBMITTAL**

The Proposal and all amendments must be signed and submitted no later than 4:00 p.m. on Friday, March 6, 2014, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

**RFP – Building Inspector/ Plans Examiner**

The Tulalip Tribes – Administration  
Attn: Amanda Hunter, Community Development  
6406 Marine DR NW  
Tulalip, WA 98271

Consultant shall put their name and address on the outside of the envelope. It is the Consultant's responsibility to ensure that proposals are received prior to the stated closing time. Planning shall not be responsible for the proper identification and handling of any proposals submitted incorrectly.

Late proposals, late modification or late withdrawals shall not be considered accepted after the stated proposal opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

**D. PROTEST OF SCOPE OF WORK OR TERMS**

A Consultant who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Consultants.

To be considered, protests must be received at least five (5) days before the proposal closing date. Planning shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to Amanda Hunter, Project Administrator, and be marked as follows:

**RFP Specification/Term Protest**  
The Tulalip Tribes  
Attn: Amanda Hunter, Planning  
6406 Marine DR NW  
Tulalip, WA 98271

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

**E. PROPOSAL SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the consultant to adhere to the provisions described in this RFP.

**F. COST OF PREPARING A PROPOSAL**

The RFP does not commit Planning to paying any costs incurred by Consultant in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

**G. INTERPRETATIONS AND ADDENDA**

All questions regarding this project proposal shall be directed to Amanda Hunter, Planning, Tulalip Tribes. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Consultants within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, Planning, at its discretion, can extend the closing date.

**H. BUSINESS TAX/FEDERAL TAX ID REQUIRED**

A Business License is required. Title 10.10 of the Tulalip Business License Code states any business doing business in Tulalip shall comply with all applicable tribal laws, including but not limited to: Indian employment and contracting preference laws, health and sanitation laws and zoning. No contracts shall be signed prior to the obtaining a Tulalip Business License. Upon award of proposal, Consultant shall complete a W-9 form for Planning.

**I. PLANNING PROJECT ADMINISTRATOR**

Planning's Project Administrator for this work will be Amanda Hunter or designee, who may be reached by phone at (360) 716-4209 or by email at [ahunter@tulaliptribes-nsn.gov](mailto:ahunter@tulaliptribes-nsn.gov).

J. **PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. **FORM OF CONTRACT**

A copy of Planning's standard general service contract, which Planning expects the successful consultant or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful Consultant's response documents. Consultants taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed waived.

L. **TERM OF CONTRACT**

The term of the contract shall be from April 6<sup>th</sup> 2015 and shall expire on December 31, 2015, with the option for a one year status quo renewal.

M. **TERMINATION**

The contract may be terminated by mutual consent of both parties or by Tulalip Tribes at its discretion with a 30 days written notice. If the agreement is so terminated, Consultant shall be paid in accordance with the terms of the agreement.

N. **INTERGOVERNMENTAL COOPERTIVE PURCHASING**

The consultant submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect Tulalip Tribes usage only.

Each participating agency shall execute its own contract with the best responsible Consultant for its requirements. Any Consultant(s), by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. **NON-COLLUSION**

Consultant certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. **PUBLIC RECORD**

Any and all material submitted by Consultant shall become the property of Tulalip Tribes Planning.

**SECTION 3**  
**SCOPE AND SCHEDULE OF WORK**

Work shall include, but shall not be limited to the following:

**A. SCOPE OF WORK**

Consultant shall perform services under the direction of the Contract Officer.

- Reviewing building plans and other related plans and specifications for commercial and residential structures to determine conformance with governing codes, requirements and relevant codes and laws.
- Inspect commercial and/or residential structures for compliance with the Uniform Building Code and Uniform Fire Code, as adopted into tribal law.
- Provide written reports and recommendations for action to the Planning Department Planning Office, regarding compliance with such laws;
- Provide expert and other testimony before any court or commission at the direction of the Contract Officer.
- Issue when necessary, appropriate enforcement orders consistent with Tulalip law and the Tulalip Building Inspection Officer duties.
- Construction documents are to be picked up at the Department, 6406 Marine DR NW, Tulalip, during the hours of Monday through Friday, 8:00 a.m. to 4:00 p.m.
- Construction documents must be returned upon completion of plan examination.
- Draft nonconformance communication documents must be prepared in Microsoft Word format and delivered via e-mail no later than twelve calendar days from notification by Planning of services required.
- Services shall include, when necessary, meeting with the planners for plan approval at the offices of the Department.
- Provide any necessary plan reviews requested by Tulalip in a timely manner;
- Provide written reports of such plan reviews to Tulalip;
- When necessary, coordinate verbally or in writing with the Associate Planners, Senior Planner, Tulalip Planning Commission, Executive Director of Public Works or others;
- When necessary, appear at meetings of the Tulalip Planning Commission or Tulalip Board of Directors.
- Maintain, in good standing, a Master Plans Examiner Certification.
- Maintain professional liability insurance; and
- The party or consultant shall be responsible for all materials and services used during the course of reviewing plans and preparing reports. Such materials and services shall include, but are not limited to: paper; office supplies; reference books and materials; photocopying; telephone, facsimile and internet services; and similar materials and services.
- Other work as may be authorized by and agreed to between Planning Staff and Consultant.

**B. CONSULTANT'S REPRESENTATIVE**

Before starting work, the Consultant shall designate an authorized representative in writing, who shall have complete authority to represent and to act for the Consultant in all directions given by Planning's Contract Administrator or designee. The Consultant or the authorized representative shall give efficient supervision to the work, using the best skill and personal attention to the prosecution of the work.

Upon written request by Planning's Contract Administrator, the Consultant shall promptly remove incompetent, careless or negligent employees or agents from performing work under this Contract. Failure to comply with such request is sufficient grounds for termination of the Contract.

C. **RESPONSIBILITY OF THE CONSULTANT**

The Consultant shall do all the work and furnish all labor, materials, supervision, inspections, equipment, tools and machines necessary for the performance and completion of the inspections in accordance with the Contract within the specified time.

Consultant shall employ only competent, skillful persons to do the work. Consultant shall keep competent, supervisory personnel to monitor work performed under the Contract. Consultant shall give efficient supervision to the work using the highest level of skill and attention.

Consultant shall provide adequate supervision and staff to ensure continuity in inspections performed as set forth in this contract and maintain a direct line of communication with Planning's Contract Administrator or designee. Consultant shall also provide a 24-hour phone number to be used for emergency purposes.

**SECTION 4**  
**PROPOSAL CONTENT AND FORMAT**

A. **FORMAT**

To provide a degree of consistency in review of the written proposals, consultants are requested to prepare their proposals in the standard format specified below.

1. **Title Page**

Consultant should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. **Transmittal Letter**

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Consultant's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and The names of persons authorized to represent the Consultant, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. **Consultant Qualifications**

- a. Background of the individual/ consultant. This should include a brief history of the individual/ consultant and types of services the consultant is qualified to perform.
- b. Qualifications of the consultant in performing this type of work. This should include examples of related experience and references for similar studies and projects.

4. **Project Understanding, Approach**

- a. Submit a work plan to accomplish the scope of work defined in the section entitled "Scope and Schedule of Work" in this RFP. The work plan should include time estimates (in hours) for each significant segment of the project and the staff



level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists (if any) should be described.

5. **Cost Proposal Compensation**

The proposed fee structure should include the complete breakout for the Consultant's costs to provide services under the subsequent contract.

B. **ADDITIONAL SERVICES**

Provide a brief description of any other services that your consultant could provide Planning and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

C. **ADDITIONAL INFORMATION**

Please provide any other information you feel would help the Selection Committee evaluate your consultant for this project.

D. **REFERENCES**

Consultant must demonstrate successful past performance of the consultant's ability to provide services as set forth in this specification. Consultants must detail three (3) references to document experience. One (1) of the three references are to be a government agency. References must be detailed in Attachment B "Statement of Proposal"

E. **DISPUTES**

Should any doubt or difference of opinion arise between Planning and a Consultant as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of Planning shall be final and binding upon all parties.

F. **TULALIP PERSONNEL**

No Officer, agent, consultant or employee of Planning shall be permitted any interest in the contract.

**SECTION 5  
PROPOSAL EVALUATION PROCEDURES**

A. **SELECTION AND EVALUATION PROCESS**

A Selection Committee assembled by Planning will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of Planning. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Consultant which best meets Planning's needs based upon its evaluation of a consultants proposal. Proposals will be evaluated in accordance with the following:

1. Completed Proposal submitted on time
2. An original plus three (3) copies of the complete proposal
3. Transmittal letter
4. Consultant's Qualifications (20 points)
5. Project Understanding, Approach, and Proposed Schedule (40 points)
6. Cost Proposal (40 points)

**TOTAL EVALUATION POINTS 100 POINTS**

**B. PRESENTATION/ INTERVIEW**

At the option of Planning, the top scoring Consultant (based on the detailed criteria points) may be asked to make a presentation of their proposal to the Selection Committee. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. Planning's Project Administrator will schedule the time and location of these presentations and notify the selected consultant. If Planning elects to conduct a presentation/interview process, 25 criteria points will be assigned to the process and will be added to the participating Consultants' total points.

**C. INVESTIGATION OF REFERENCES**

Planning reserves the right to investigate references and the past performance of any Consultant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers. The hourly unit cost detailed in the contract shall be applied to any additional streets.

**D. CLARIFICATION OF PROPOSALS**

Planning reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification could result in rejection of their proposal.

**E. RESERVATION IN EVALUATION**

The Selection Committee reserves the right to either: (a) request "Best and Final Offers" from the two finalist consultants and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of Planning.

**F. INTENT OF AWARD**

Upon review of the proposals submitted, Planning may negotiate a scope of work and a general services contract with one consultant, or may select one or more consultants for further consideration.

**G. PROTEST OF AWARD**

Any adversely affected Consultant has seven (7) calendar days from the date of the written notice of award to file a written protest.

**H. PROPOSAL REJECTION**

Planning reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the Planning shall make a presentation of their proposal;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 6**  
**PROPOSAL CERTIFICATIONS**

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**Non-discrimination Clause**

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Consultant who is in violation of this clause shall be barred from receiving awards of any purchase order from Planning, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: \_\_\_\_\_

Consultant Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

**Resident Certificate**

**Please Check One:**

**Resident Vendor:** Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

**Or**

**Non-resident Vendor:** Vendor does not qualify under requirement stated above.  
(Please specify your state of residence: \_\_\_\_\_ )

Officer's signature: \_\_\_\_\_

Type or print officer's name: \_\_\_\_\_

**SECTION 7  
SIGNATURE PAGE  
THE TULALIP TRIBES  
REQUEST FOR PROPOSAL  
BUILDING INSPECTOR/ PLANS EXAMINER**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by the Tulalip Tribes policies, ordinances and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Consultant has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Consultant as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. \_\_\_\_\_ through No. \_\_\_\_\_ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of Planning.

Name of consultant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: \_\_\_\_\_

If corporation, attest: \_\_\_\_\_

(Corporate Officer)

Corporation

Partnership

Individual

Federal Tax Identification Number (TIN): \_\_\_\_\_

**ATTACHMENT A  
STATEMENT OF PROPOSAL  
THE TULALIP TRIBES  
REQUEST FOR PROPOSAL  
BUILDING INSPECTOR/ PLANS EXAMINER**

Name of Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

accepts all the terms and conditions contained in Planning's Request for Proposal for Building Inspections and Plan Examiner and the attached general services contract (Attachment C):

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or print name of authorized representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Type or print name of person(s) authorized to negotiate contracts

\_\_\_\_\_  
Telephone Number

**REFERENCES**

\_\_\_\_\_  
**Reference #1**

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title and Location

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
**Reference #2**

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title and Location

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
**Reference #3**

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Project Title and Location

\_\_\_\_\_  
Contact Name

**ATTACHMENT B  
 COST PROPOSAL  
 THE TULALIP TRIBES  
 REQUEST FOR PROPOSAL  
 BUILDING INSPECTOR/ PLANS EXAMINER**

This proposal must be signed in ink by an authorized representative of the proposing consultant. Any alterations or erasures to the proposal must be initialed in ink by the undersigned authorized representative.

**Project:** BUILDING INSPECTOR/ PLANS EXAMINER \_\_\_\_\_

**Proposal Due Date:** March 6, 2015 – 4:00 p.m. \_\_\_\_\_

**Name of Submitting Consultant:** \_\_\_\_\_

All hours and volumes listed below are high-side estimates of an annual total. Please list line items in terms of numerical dollar figures and then grand total in both words and numerical dollar figures. These estimates are used to evaluate proposals and for that sole purpose only. All payments resulting from any subsequent contract shall be based upon the unit pricing contained herein, not the estimated annual totals.

<b>Plan Review costs</b>	
<b>Inspection Costs</b>	

**Grand Total:** \_\_\_\_\_ and \_\_\_\_/100 Dollars

**Authorized Signature:** \_\_\_\_\_

**Printed Name & Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C  
THE TULALIP TRIBES  
AGREEMENT FOR SERVICES RELATED TO  
BUILDING INSPECTOR/ PLANS EXAMINER**

This Agreement made and entered into this \_\_\_\_\_ of April, 2015 by and between the Tulalip Tribes, Planning Department, hereinafter called "Planning", and \_\_\_\_\_, hereinafter called "Consultant", collectively known as the "Parties."

**RECITALS**

**Whereas**, Consultant has submitted a bid or proposal to Planning to provide specific services; and

**Whereas**, Consultant is in the business of providing specific services and is aware of the purposes for which Planning requires the services; and

**Whereas**, Planning and Consultant wish to enter into a contract under which Planning shall purchase the services described in Consultant's bid or proposal;

**Therefore**, The Parties agree as follows:

**1. SERVICES TO BE PROVIDED**

Consultant shall perform services under the direction of the Contract Officer. The services to be provided by the Consultant under this Contract shall be as follows:

- a. Reviewing building plans and other related plans and specifications for commercial and residential structures to determine conformance with governing codes, requirements and relevant codes and laws.
- b. Inspect commercial and/or residential structures for compliance with the Uniform Building Code and Uniform Fire Code, as adopted into tribal law.
- c. Provide written reports and recommendations for action to the Planning Department Planning Office, regarding compliance with such laws;
- d. Provide expert and other testimony before any court or commission at the direction of the Contract Officer.
- e. Issue when necessary, appropriate enforcement orders consistent with Tulalip law and the Tulalip Building Inspection Officer duties.
- f. Construction documents are to be picked up at the Department, 6406 Marine DR NW, Tulalip, during the hours of Monday through Friday, 8:00 a.m. to 4:00 p.m.
- g. Construction documents must be returned upon completion of plan examination.
- h. Draft nonconformance communication documents must be prepared in Microsoft Word format and delivered via e-mail no later than twelve calendar days from notification by Planning of services required.
- i. Services shall include, when necessary, meeting with the planners for plan approval at the offices of the Department.
- j. Provide any necessary plan reviews requested by Tulalip in a timely manner;
- k. Provide written reports of such plan reviews to Tulalip;
- l. When necessary, coordinate verbally or in writing with the Associate Planners, Senior Planner, Tulalip Planning Commission, Executive Director of Public Works or others;
- m. When necessary, appear at meetings of the Tulalip Planning Commission or Tulalip Board of Directors.
- n. Maintain, in good standing, a Master Plans Examiner Certification.
- o. Maintain professional liability insurance; and

- p. The party or consultant shall be responsible for all materials and services used during the course of reviewing plans and preparing reports. Such materials and services shall include, but are not limited to: paper; office supplies; reference books and materials; photocopying; telephone, facsimile and internet services; and similar materials and services.
- q. Other work as may be authorized by and agreed to between Planning Staff and Consultant..

2. **EFFECTIVE DATE AND DURATION**

Consultant shall initiate services upon receipt of Planning's notice to proceed, together with an executed copy of this Agreement. This Agreement shall become effective upon the date of execution and shall expire on December 31, 2015, unless otherwise terminated or extended, in writing and signed by both parties. All services shall be completed prior to the expiration of this Agreement.

3. **COMPENSATION**

Planning agrees to pay Consultant an amount not exceeding \_\_\_\_\_ and \_\_\_\_\_/100 dollars \$\_\_\_\_\_ for performance of those services described herein. Payment shall be based upon the following applicable terms:

- A. Payment will be made in installments based on Consultant's invoice, subject to the approval by Planning, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- B. Consultant's invoice shall include a detailed cost breakout of the following contract components each month:
  - 1. Length of time for inspection,
  - 2. Permit number,
  - 3. Date of inspection
  - 4. Plan Review – business name and permit number
  - 5. Inspection performed, and if inspection was passed or if it failed
- C. Payment by Planning shall release Planning from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Consultant shall not permit any lien or claim to be filed or prosecuted against the Tulalip Tribes and Planning on any account of any labor or material furnished.
- E. Consultant is an independent Consultant and not an employee of the Tribes. Consultant is and shall be responsible for and hold Tribes harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Consultant as a result of payments by Tribes to Consultant under this contract.
- F. The parties agree that the laws of the Tribes shall apply to the interpretation and enforcement of this contract. Nothing in this contract constitutes or shall be construed as a waiver of sovereign immunity of the Tribes, its subordinate entities officers, directors or employees.
- G. Consultant shall abide by all applicable laws and regulations in his performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary for said performance.
- H. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap, with regard to employment. For work performed under this contract, Consultant shall comply with applicable provisions of the Tribal Employment Rights Ordinance, #60.



- I. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical, hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- J. Planning certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. **ASSIGNMENT/DELEGATION**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

5. **SUBMITTING BILLS AND MAKING PAYMENTS**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<b>The Tulalip Tribes</b>	<b>(CONSULTANT)</b>
Attn: Amanda Hunter	Attn:
Address: 6406 Marine DR NW, Tulalip WA 98271	Address:
Phone: (360) 716-4209	Phone:
Fax: (360) 716-0179	Fax:
Email: ahunter@tulaliptribes-nsn.gov	Email Address:

6. **TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before December 31, 2015, shall be accompanied by thirty (30) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If Planning terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered prorated to the date of termination.

7. **ACCESS TO RECORDS**

Planning shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

8. **FORCE MAJEURE**

Neither Planning nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subConsultant or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

9. **NON-DISCRIMINATION**

Consultant agrees to comply with all applicable requirements of federal and tribal civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, and all regulations and administrative rules established pursuant to those laws.

10. **INDEMNITY/HOLD HARMLESS**

Consultant shall defend, indemnify and hold harmless Tulalip Tribes, Tulalip Tribes' officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses by the wrongful or negligent acts, are caused errors, or omissions in services provided pursuant to this Agreement by Consultant, its officers, employees, agents and subConsultants. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Tribes and Consultant, they shall be borne by each party in proportion to its negligence.

11. **INSURANCE**

Consultant shall maintain insurance acceptable to Tulalip Tribes in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverage's:

A. **Commercial General Liability Insurance**

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

B. **Business Automobile Liability Insurance**

If Consultant will be delivering any goods or services which require the use of a vehicle, Consultant shall provide Planning a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name Tulalip Tribes as an additional insured and shall require written notice to Tulalip Tribes thirty (30) days in advance of cancellation. If Consultant hires a carrier to make delivery, Consultant shall ensure that said carrier complies with this paragraph.

C. **Workers' Compensation Insurance**

Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

- D. Insurance Carrier Rating  
All coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by Tulalip Tribes. Planning reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- E. Certificates of Insurance  
As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to Planning. No contract shall be effected until the required certificates have been received and approved by Planning.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

12. LIMITATION ON LIABILITY  
Consultant hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise including damages in excess of the fee amount specified in this contract.
13. COMPLIANCE WITH TRIBAL AND FEDERAL LAWS/RULES  
Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subConsultants and income tax withholding, the provisions of which are hereby made a part of this agreement.
14. CONFLICT BETWEEN TERMS  
It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.
15. SEVERABILITY  
In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.
16. COMPLETE AGREEMENT  
This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit C shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that Consultant has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Planning has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written.

**THE TULALIP TRIBES**

**CONSULTANT**

\_\_\_\_\_  
By: Authorized Planning Representative

\_\_\_\_\_  
By: Authorized Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date