

TULALIP TRIBES

Facilities Planning & Construction

SUPPLEMENTARY CONDITIONS

Hatchery Program Construction Manager at Risk (CMAR) Contract: Battle Creek Hatchery and Lower Tulalip Creek Hatchery

This document supplements, and forms part of, the Contract Documents for the Hatchery Program Construction Manager at Risk contract: the Agreement between the Tulalip Tribes and the Construction Manager (AIA Document A133-2019, as modified) and the General Conditions (AIA Document A201-2017, as modified). It carries the site, safety, Tribal employment, federal funding, procurement, cultural resource, and administrative requirements specific to this Project. See Part I for how it relates to the Agreement and the order of precedence.

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Applies To: The Construction Manager at Risk contract for the Hatchery Program (Battle Creek Hatchery and Lower Tulalip Creek Hatchery), and through the Construction Manager, all Subcontractors and suppliers of every tier

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Part I: Purpose, Relationship to the Contract, and Order of Precedence

1.1 Purpose

These Supplementary Conditions state the requirements that apply to the Construction Manager at Risk contract for the Tulalip Tribes Hatchery Program, which consists of improvements at the Battle Creek Hatchery and the Lower Tulalip Creek Hatchery delivered under a single Agreement (the "Project"). They address site safety and security, Tribal employment and TERO compliance, the federal funding requirements that apply to this Project, the Construction Manager's procurement of Subcontractors and materials, cultural resources and environmental protection, and standard certifications and closeout. As provided in Section 2.3 of the A133, the term "Contractor" in these Supplementary Conditions means the Construction Manager.

1.2 Relationship to the Contract Documents

These Supplementary Conditions are supplementary to, and form a part of, the Contract Documents. They are used together with, and do not replace, the Agreement (AIA A133-2019 as modified) and the General Conditions (AIA A201-2017 as modified). Where these Supplementary Conditions address a subject the Agreement or General Conditions do not address, this document controls that subject. Where these Supplementary Conditions add to a provision of the A133 or General Conditions, the addition applies together with that provision.

1.3 Order of Precedence

Federal funding requirements. Portions of the Work are funded through a construction project addendum to the Tribes' Self-Governance Multi-Year Funding Agreement with the U.S. Department of the Interior (the "Construction Addendum"; see Part IV). Where the Construction Addendum requires a term, condition, or procedure, that requirement governs over any inconsistent provision of the Contract Documents, and the Contractor shall comply with it.

Other conflicts. Other conflicts are resolved in the order stated in Section 2.1.2 of the A133. For that purpose, **these Supplementary Conditions take precedence over the General Conditions** and over the Drawings and Specifications. Where these Supplementary Conditions and the Agreement address the same subject and one imposes a stricter or more specific requirement on the Contractor, the stricter requirement applies. In particular, the procurement requirements in Part IV supplement, and do not reduce, Article 9 of the A133. A conflict that cannot be resolved this way shall be referred to the Owner's Representative for resolution.

1.4 References to the Owner's Representative

These Supplementary Conditions refer throughout to the "Owner's Representative," meaning the owner's representative firm or Tulalip staff member designated by the Owner in writing for this Project. Where a function is not assigned to the Owner's Representative, or no designation is in effect, the reference means the Contracting Officer, as that role is defined in Tulalip's Procurement Policy (Resolution 2021-305, as amended), or the Contracting Officer's written designee.

Part II: Site Safety, Security & Contractor Conduct

2.1 Contractor Responsibility for Site Safety and Security

Consistent with AIA A201 Section 10 (Protection of Persons and Property), the Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and for the security of the site, materials, equipment, and personnel for the duration of construction. Tulalip's review of the Contractor's safety program, if any, does not relieve the Contractor of this responsibility and does not make Tulalip a co-guarantor of site safety.

2.2 Adherence to OSHA Standards

The Tulalip Tribes, as a sovereign nation, is not generally subject to the jurisdiction of the federal Occupational Safety and Health Administration (OSHA) with respect to its own government operations. To maintain a safety standard consistent with what contractors working on the Reservation are already trained to and familiar with, the Contractor is required to plan, staff, and execute the Work in conformance with applicable OSHA construction standards (29 CFR Part 1926) as a contractual obligation under the Agreement.

This Project is funded in part through the Construction Addendum, under which the Tribes have certified compliance with the construction standards of the Occupational Safety and Health Act (29 CFR Part 1926). Compliance with 29 CFR Part 1926 is therefore also a funding requirement for this Project. The Contractor shall cooperate with safety, health, and environmental monitoring conducted by the Secretary of the Interior under the Construction Addendum (see Part IV, Section 4.13).

- The Contractor must maintain a written site-specific safety plan consistent with 29 CFR Part 1926 for the duration of the Work, and must provide a copy to the Owner's Representative before mobilization (see also the Pre-Construction Checklist, Part VI).
- The Contractor must designate a competent person (as that term is used in 29 CFR Part 1926) present on site whenever Work is being performed.
- The Contractor must maintain applicable OSHA-recordable-equivalent incident logs and report any recordable-equivalent injury, illness, or near-miss to the Owner's Representative within 24 hours.

2.3 Site Security

- The Contractor is responsible for securing the site, including fencing, gates, lighting, and control of access, for the duration of the Work, and for the security of Owner-furnished materials and equipment once delivered to the site.
- The Contractor must maintain a daily sign-in/sign-out log for all personnel and visitors entering the site.
- Damage to existing Tulalip facilities, grounds, or property caused by the Contractor's operations must be reported to the Owner's Representative immediately upon discovery, consistent with the Code of Conduct attachment (Appendix A).

2.4 Contractor Personnel Conduct

All Contractor and Subcontractor personnel on Tulalip property are subject to the Tulalip Tribes Contractor Code of Conduct, which is incorporated into these Supplementary Conditions by reference and attached as a standard Contract exhibit. At minimum, Contractor personnel must:

- Check in and out daily as directed by the Owner's Representative and wear visible identification while on site.
- Refrain from possessing firearms, alcohol, or controlled substances on Tulalip property, and refrain from working under the influence of either.
- Comply with posted dress code, PPE, and access restrictions, including restrictions on entry to occupied or culturally sensitive areas.
- Report any damage to Tulalip property and any unsecured doors or breaches in site security immediately.

2.5 Emergency Access and Coordination

The Contractor must maintain unobstructed emergency vehicle access to the site and adjoining occupied facilities at all times, and must coordinate any planned utility shutdown, road closure, or access restriction with the Owner's Representative and, where public safety access is affected, with Tulalip Police and Fire/EMS, no less than 5 business days in advance except in an emergency.

2.6 Emergency Action Plan

Before mobilization, the Contractor must prepare and submit a project-specific Emergency Action Plan addressing fire and life-safety response, evacuation, medical emergencies, and coordination with first responders during construction. The Emergency Action Plan must be reviewed by the Tulalip Fire Department, Tulalip Police Department, and the local Emergency Medical Service provider before any work on site commences and updated whenever site conditions materially change (for example, a change in site access, occupied-building proximity, or fire watch requirements).

2.7 Coordination with Tulalip Fire and Police

The Contractor must coordinate directly with the Tulalip Fire Department and Tulalip Police Department regarding emergency response planning and life-safety conditions during construction, including any impairment of fire protection systems, temporary fire watch requirements, site access for emergency apparatus, and any activity (hot work, temporary LP/fuel storage, road or hydrant obstruction) that affects emergency response capability. The Contractor must initiate periodic site visits by Tulalip Fire/EMS and Police to maintain their general familiarity with the site, accurate information, and the Contractor's ongoing compliance with the published Emergency Action Plan.

2.8 Hot Work Permitting (Contractor-Controlled)

Before performing any hot work (cutting, welding, brazing, soldering, grinding, torch-applied roofing, or any other spark-, flame-, or heat-producing operation), the Contractor must implement and administer a written, Contractor-controlled hot work permit program consistent with NFPA 51B (Standard for Fire Prevention During Welding, Cutting, and Other Hot Work), and consistent with any hot work requirements imposed by the Owner's Builder's Risk carrier for the project (see Part VI, Section 6.3). The Contractor's hot work permit program must, at minimum:

- Require an authorized Contractor representative to issue a written, dated hot work permit for each specific location before hot work begins there, confirming the area has been inspected and cleared of combustibles and that required fire protection is in place.
- Require a dedicated fire watch during hot work and for not less than 30 minutes after hot work is completed in that area, or the longer period required by the Owner's Builder's Risk carrier.

- Require appropriate fire extinguishing equipment to be present and accessible at the hot work location for the duration of the work.
- Require the Contractor to retain completed hot work permits for the duration of the project and make them available to the Owner's Representative, and to the Owner's Builder's Risk carrier, on request.
- Require the Contractor to notify the Owner's Representative in advance of any hot work that will occur inside, or immediately adjacent to, an occupied Tulalip facility.

The Owner's issuance of a Building Permit or acceptance of a safety plan does not substitute for, or relieve the Contractor of, the hot work permit program required by this Section.

Part III: Tribal Employment Rights Office (TERO) Compliance

This Part summarizes the TERO requirements that apply to construction contractors under the Tulalip TERO Code (Tulalip Tribal Code Ch. 9.05) and the TERO contractor exhibit already in use on Tulalip projects. It is a compliance summary for contract purposes, not a restatement of the full TERO Code, which governs in the event of any inconsistency.

3.1 TERO Acknowledgment and Liaison

- Before mobilization, the Contractor must execute a written TERO Acknowledgment with the TERO Manager confirming the Contractor's agreement to comply with the TERO Code.
- The Contractor must designate a responsible official as its TERO Liaison, who is the Contractor's point of contact with the TERO Office for the duration of the project.

3.2 TERO Compliance Plan

- The Contractor must submit a TERO Compliance Plan, on the current TERO Compliance Plan form, no less than 72 hours before the plan is required to be approved, and have it approved by the TERO Office before construction begins. A TERO Compliance Plan submitted for approval and TERO sign-off is also a Pre-Construction Checklist requirement (Part VI). A Contractor that submits the Compliance Plan after this 72-hour minimum is subject to per-day penalty exposure under the TERO Code (see Section 3.9) until an approved plan is on file.
- No more than 20 percent of the Contractor's on-site workforce, as identified in the approved Compliance Plan, may be classified as nonpreferred permanent employees and key employees combined, under the TERO Code's definition. The Contractor's Compliance Plan must identify each proposed nonpreferred permanent and key employee position and the basis for that classification.
- Projects exceeding \$10,000 in value are subject to the TERO fee of 1.75 percent under TTC 9.05.220. Under Section 7.6.3 of the A133, the TERO fee is the Contractor's responsibility and a Cost of the Work, and no Fee is paid on it. The TERO fee is calculated on the final closed-out Contract Sum and is reconciled with the TERO Office at Project closeout, as Part XI provides.

3.3 TERO Hiring Hall and Native Preference

- The Contractor must submit its workforce needs list to the TERO Hiring Hall and allow a minimum 72-hour referral window before filling a non-key-employee position from outside the Hiring Hall referral process.
- Hiring, promotion, and referral for covered positions must follow the Native preference order established by the TERO Code, subject to the federal-law exception the Code itself recognizes.
- A preferred employee filling a covered position may not be laid off while a non-preferred employee remains employed in the same job classification, except for documented cause.
- Before disciplining or terminating a TERO-covered employee, the Contractor must consult the TERO Compliance Officer, consistent with the TERO Code's disciplinary-action provisions.

3.4 Native American Owned Business (NAOB) Preference

Where the Contractor procures a Subcontract or purchase by competitive bid and bidding is not restricted to NAOB firms under TTC 9.05.270, then TTC 9.05.330(3) applies. The Subcontract or purchase shall be awarded to the certified, qualified NAOB with the lowest responsive bid if that bid is within the budget for the work and is no more than an amount "X" above the lowest responsive bid from a non-

NAOB bidder. X is the lesser of a percentage of the lowest responsive bid and a maximum dollar amount, both of which step down as the bid increases, from 10 percent or \$9,000 for a lowest responsive bid under \$100,000 to 1.5 percent with no dollar limit for a lowest responsive bid of \$7 million or more. The table in TTC 9.05.330(3) governs, and the Contractor shall confirm it before each bid opening.

If only one qualified NAOB submits a responsive bid, the Contractor shall proceed as TTC 9.05.330(2) provides, with the written approval of the Owner's Representative. Where bidding is restricted to Tulalip Tribal member small businesses under TTC 9.05.270 with the Owner's approval, the award is made as TTC 9.05.330(1) provides. Where a requirement of the Construction Addendum differs from the Code, the Construction Addendum governs (TTC 9.05.260). The Owner's Representative reviews the NAOB preference calculation in each bid tabulation under Section 4.5.

3.5 Pre-Bid Meeting for TERO-Enrolled and NAOB Contractors

The CMAR shall hold a Pre-Bid Meeting before soliciting bids or proposals from Subcontractors and Suppliers for each buyout package. The CMAR shall invite all contractors currently enrolled with the TERO Office and all businesses on the TERO Office's Native American Owned Business Registry that are qualified for the scope being bid, in addition to its usual bidder list, and shall coordinate the invitation list with the TERO Office in advance. The meeting shall cover, at minimum: a project overview (scope, site conditions, and Owner's Native American/TERO hiring and subcontracting requirements), the bidding schedule (RFP or bid issuance, questions deadline, bid due date, anticipated award date), and the project schedule (milestones and sequencing relevant to the scope being bid). Following the general session, the CMAR shall make its estimating and project team available to meet one-on-one with interested bidders, particularly TERO-enrolled and Registry contractors, to walk through the scope, answer questions, and help them prepare a responsive bid. The CMAR shall keep a sign-in log and a record of one-on-one meetings held, and shall report attendance and outreach results to the Owner's Representative and TERO Office.

3.6 Training and Qualifications

The Contractor must provide reasonable on-the-job training opportunities to TERO-referred employees consistent with the position's qualification requirements, and must accommodate religious observance consistent with the TERO Code's job-qualification and religious-accommodation provisions.

3.7 TERO Reporting

- The Contractor must submit workforce reports to the TERO Office at the frequency and in the form the TERO Office directs (typically monthly certified payroll and workforce composition reporting), identifying Native and non-Native employees, key employees, and hours worked by classification.
- The Contractor must maintain records sufficient to demonstrate compliance with this Part and the TERO Compliance Plan for the duration of the project and for the record-retention period stated in Part XI, and must make those records available to the TERO Office and to Tulalip on request.

3.8 Current TERO Forms

Because TERO forms are periodically updated, the Contractor is responsible for using the current version of each required form, available from Tulalip TERO's website (tulaliptero.com/Forms) or directly from the TERO Office, rather than a copy retained from a prior project. See Appendix A.

3.9 TERO Enforcement

Noncompliance with this Part or with an approved TERO Compliance Plan is subject to enforcement under the TERO Code, independent of any remedy available to Tulalip under the Agreement itself. Depending on the violation, the TERO Office may impose a penalty of up to \$5,000 per violation, direct a stop-work order for the affected portion of the Work, pursue debarment from future Tulalip contracts, and assess interest of 12 percent annually on any late TERO fee payment. Bid collusion is enforced separately and more severely: a bid found to violate the TERO Code's anti-collusion provisions is subject to contract cancellation, debarment for one to three years, and damages, in addition to the certifications required at Part X.

3.10 TERO Plan Meet-and-Confer

- The Contractor must meet and confer with the TERO Office on its TERO Compliance Plan (Section 3.2) before the Notice to Proceed is issued (see Part VI, Section 6.6).

Part IV: Federal Funding, Procurement, and Subcontracting Requirements

4.1 Funding Source

The Project is funded in part by the Bureau of Indian Affairs/National Oceanic and Atmospheric Administration (BIA/NOAA) Hatchery Maintenance and Modernization Program through a 25 U.S.C. 5367(g) Fixed Price Construction Project Addendum to the Tribes' 2020-2028 Self-Governance Multi-Year Funding Agreement with the U.S. Department of the Interior. The Construction Addendum is attached to the Agreement as an exhibit. The Project is also funded by other BIA hatchery funds and by the Tribes.

The Contractor shall comply with the requirements of this Part IV and shall include them in, and enforce them under, every Subcontract and supply agreement at every tier. The requirements of this Part IV apply to all of the Work, regardless of the funding source used to pay for a particular portion of it, so that the Work is administered under one consistent set of requirements.

4.2 Federal Procurement Law and the Federal Acquisition Regulation

Under 25 U.S.C. 5367(i) and 25 CFR 1000.1350, the Federal Acquisition Regulation (FAR) and other federal procurement laws and regulations do not apply to construction carried out under the Construction Addendum, except to the extent the Tribes have agreed. The Project is procured and administered under the Tribes' own procurement system, as Section J.6 of the Construction Addendum provides, and neither this Contract nor any Subcontract is a federal contract subject to the FAR generally.

The Tribes have agreed to the specific federal requirements identified in the Construction Addendum, which are stated in Section 4.3. Where the Construction Addendum identifies a specific FAR clause, that clause applies to the Work only as stated in Section 4.3. No other FAR clause is incorporated into the Contract unless the Owner identifies it in writing.

4.3 Federal Requirements That Apply to the Work

The following requirements apply to the Work, and to each Subcontract and supply agreement at every tier as applicable to its scope.

- **Prevailing wages.** The Davis-Bacon Act and the related Department of Labor regulations (29 CFR Parts 3 and 5), including payment of not less than the wages and fringe benefits in the applicable wage determination, weekly certified payrolls, posting requirements, and the Copeland Anti-Kickback Act. The Owner will identify the applicable wage determination for each bid package, and the Contractor shall include it in the bid package.
- **Buy America.** The domestic preference requirements for construction materials identified in Section G of the Construction Addendum (48 CFR 52.225), as they apply to materials incorporated into the Work.
- **Inspection.** FAR 52.246-13, as identified in Section G of the Construction Addendum, which governs inspection of dismantling, demolition, or removal of improvements, as it applies to that portion of the Work.
- **Safety.** The construction standards of the Occupational Safety and Health Act, 29 CFR Part 1926 (see Part II).
- **Environmental and cultural resources.** The National Environmental Policy Act, the National Historic Preservation Act and 36 CFR Part 800, the Endangered Species Act, the Archaeological

Resources Protection Act, the Native American Graves Protection and Repatriation Act, the Archaeological and Historic Preservation Act, the Clean Water Act, and the Clean Air Act, including the conditions of the Project permits and consultations (see Parts VIII and IX).

- **Hazard communication.** Safety data sheet requirements of 29 CFR 1910.1200(g) and Federal Standard No. 313 for hazardous materials used in the Work.
- **Accessibility.** The Americans with Disabilities Act and ANSI A117.1, as incorporated in the Drawings and Specifications.
- **Debarment and suspension.** No Subcontract or purchase may be awarded to any party that is debarred, suspended, or otherwise excluded under Executive Order 12549. The Contractor shall verify each proposed Subcontractor and supplier in SAM.gov before award.
- **Drug-free workplace.** Certification under the Drug-Free Workplace Act of 1988 by the Contractor, and by each Subcontractor with a Subcontract over \$25,000.
- **Indian preference.** Under 25 U.S.C. 5307(b) and (c), to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians, and preference in the award of Subcontracts shall be given to Indian organizations and Indian-owned economic enterprises. These requirements are administered through the TERO Code as provided in Part III.
- **Prohibited interests and contingent fees.** No member of Congress may share in any contract under the Construction Addendum, and no person may be retained to solicit or secure a Subcontract for a commission, percentage, brokerage, or contingent fee, as stated in Section M of the Construction Addendum.

4.4 Disclosure in Bid Documents

Every bid package, request for quotation, and purchase order the Contractor issues for the Work shall state that the Project is funded in part through the Construction Addendum, and shall include or incorporate by reference the requirements of Sections 4.3 through 4.8 that apply to its scope, including the applicable wage determination, so that bidders can account for them in their prices.

4.5 Competitive Procurement of Subcontracts and Materials

Section J.2 of the Construction Addendum requires that all major procurement transactions be conducted in a manner that provides maximum practicable competition in order to obtain fair and reasonable costs or pricing, and Section J.4 requires that the reasonableness of price be established for every procurement action, including Subcontract modifications. To meet those requirements, the Contractor shall procure all subcontracted Work, and all materials and equipment for the Work whether or not fabricated especially for the Work, by competitive bidding as follows. These requirements are in addition to Article 9 of the A133 and, in the event of a conflict, shall govern to the extent that they impose stricter requirements. .

- **Formal sealed bids.** Each Subcontract scope, and each purchase of materials or equipment, with an estimated value over \$25,000 shall be procured by formal sealed bid, using a written bid package and bid form reviewed by the Owner's Representative under Section 4.7.
- **Written quotations.** Scopes and purchases with an estimated value of \$25,000 or less shall be procured by at least three written quotations from qualified sources, documented in the buyout log. A scope or purchase may not be divided to bring it below the formal bid threshold.
- **Solicitation.** The Contractor shall solicit at least three qualified bidders for each formal bid package and make reasonable efforts to obtain more, including advertising each package in at least one plan center or trade publication serving western Washington unless the Owner's

Representative agrees otherwise in writing. Each package shall also be provided to the TERO Office and to firms on the TERO NAOB Registry qualified for the scope. The Owner or the Owner's Representative may add bidders to any bid list.

- **Prequalification.** Any prequalification criteria shall be objective, stated in writing in advance, related to the scope, and reviewed by the Owner's Representative. Prequalification may not be used to exclude qualified bidders or to limit competition.
- **Equal information.** All bidders shall receive the same bid documents, addenda, site access, and answers to questions at the same time. Answers to bidder questions shall be issued by addendum to all bidders.
- **Bid receipt and opening.** Sealed bids shall be received at the date, time, and place stated in the bid package, and late bids shall not be accepted. The Owner's Representative shall be notified of, and may attend, every bid opening.
- **Bid tabulation.** Within three business days after each bid opening, the Contractor shall provide the Owner's Representative, on an open book basis, all bids received, a bid tabulation, a scope leveling analysis, the TERO NAOB preference calculation, and the Contractor's award recommendation.
- **Award.** Award shall be made to the lowest responsive and responsible bidder after application of the TERO NAOB preference (Part III, Section 3.4). The Contractor shall not award a Subcontract or purchase until the Owner has released it in writing under Article 9 of the A133 and the notice required by Section 4.8 has been given.
- **No bid shopping.** After bids are opened, the Contractor shall not negotiate price with any bidder, disclose one bidder's price to another, or invite revised pricing, except by a rebid issued to all bidders with the Owner's written approval. Scope clarifications shall be documented and offered on the same terms to all responsive bidders. Negotiation with a single responsive NAOB bidder under Part III, Section 3.4 is the only exception.
- **Insufficient competition.** If fewer than three responsive bids are received, the Contractor shall document its solicitation efforts and provide a price analysis comparing the bids received to the Contractor's estimate and the Engineer's estimate. The Owner may require the package to be rebid.
- **Rejection and rebid.** The Owner may direct the Contractor to reject all bids and rebid any package. Any award other than to the lowest responsive and responsible bidder requires the Owner's prior written approval, subject to Section 9.1.4 of the A133.
- **Exceptions.** The only exceptions to this Section are emergency work under Article 10 of the A201, Owner-designated Subcontractors under Section 4.9, and other exceptions approved in advance and in writing by the Owner on the basis of a written justification and price analysis.

4.6 Self-Performed Work

General. The Contractor may self-perform a portion of the Work only as this Section provides. Self-performed Work may be procured in either of two ways: (a) by negotiation with the Owner under Section 9.1.3 of the A133, as the Negotiated scopes paragraph of this Section provides; or (b) by competitive bid on the same terms as Subcontracted Work, in which the Contractor's bid competes with every other bid for the scope, as the Eligibility, Bid process, and Award paragraphs of this Section provide. If the Owner elects not to negotiate a scope, the Contractor may bid it only as this Section provides. This Section supplements Article 9 of the A133 and does not permit self-performed Work in any other way.

Negotiated scopes. The Owner may, at its sole discretion, negotiate with the Contractor to self-perform a scope of Work where the Owner determines that doing so is in the best interest of the Tribes, including a tangible benefit to schedule, cost, performance, or quality, and does not conflict with the requirements of the Project funding sources or the TERO requirements in Part III. A negotiated scope is not bid and is not compared with bids, the Eligibility, Bid process, and Award paragraphs of this Section do not apply to it. A negotiated scope is subject to the following:

- the Contractor shall submit a written proposal for the scope, with a detailed estimate of labor, materials, equipment, and scope-specific supervision and any quotes or other support the Owner's Representative requests, and the Owner may approve or decline the proposal;
- the Owner and the Contractor shall agree in writing on a not-to-exceed price for the scope, which is included in the Guaranteed Maximum Price as a fixed line item and is adjusted only by Change Order;
- the Contractor shall be paid the actual Cost of the Work for the scope under Article 7 of the A133, subject to Section 7.9 of the A133, but never more than the not-to-exceed price, and shall keep its records of that Cost of the Work open to the Owner's audit;
- the amount by which the actual Cost of the Work for the scope is less than the not-to-exceed price is a saving to the Owner and shall not be shared with the Contractor, and any cost above the not-to-exceed price shall be borne by the Contractor;
- no separate overhead or profit is added to the scope, and the Contractor's compensation for the scope is its Fee under Section 6.1.2 of the A133, which applies to the scope in the same way as to Subcontracted Work;
- the scope shall have dedicated supervision as the Overhead, profit, and Fee paragraph of this Section requires.

Eligibility. The Contractor may bid a scope only if (a) the scope is Work the Contractor customarily performs with its own forces; (b) the Contractor identified the scope in its Proposal and in its Guaranteed Maximum Price proposal as Section 3.2.3 of the A133 requires; (c) the Owner has approved in writing, before the bid package is issued, that the Contractor may bid the scope; and (d) the Owner has not restricted bidding for the scope under TTC 9.05.270. The Owner may decline to allow the Contractor to bid any scope.

Bid process. For each scope it bids, the Contractor shall:

- identify the scope in its Proposal and in its Guaranteed Maximum Price proposal, as Section 3.2.3 of the A133 requires;
- state in the bid package for the scope that the Contractor intends to submit a bid, and issue the package to all bidders under Section 4.5, including the TERO Office and the firms on the TERO NAOB Registry qualified for the scope;
- structure the package under Section 4.7 by the CSI divisions and sections of the Specifications, without Division 01 General Requirements work and without any item that is General Conditions Work under Section 9.1.5 of the A133 or is included in the Fee;
- deliver its sealed bid for the scope directly to the Owner's Representative before the bid deadline and before any other bid for the scope is opened;
- submit its bid on the same bid form, and subject to the same bonding, insurance, payment, retainage, schedule, and TERO requirements, as every other bidder;

- price its bid on the same basis as outside bidders, including all labor, materials, equipment, scope-specific supervision, overhead, and profit, with no part of its cost carried in General Conditions, the Fee, or contingency;
- have the bids for the scope opened, tabulated, and leveled by the Owner's Representative rather than by the Contractor, with no Contractor personnel involved in preparing the Contractor's bid having access to other bidders' pricing;
- not revise its price or scope after the bids are opened, except by a rebid issued to all bidders with the Owner's written approval as Section 4.5 provides; and
- if awarded, perform the scope for its bid price as a fixed price line item in the Guaranteed Maximum Price, adjusted only by Change Order.

Award. The Contractor's bid is evaluated with the NAOB preference calculation under Part III, Section 3.4 on the same basis as every other bid. The Contractor may be awarded the scope only if its bid is the lowest responsive and responsible bid after that preference is applied and the Owner approves the award in writing. A Contractor that received NAOB preference points in its selection receives no NAOB preference in a self-performed bid (TTC 9.05.290(2)).

Overhead, profit, and Fee. The bid price for a scope the Contractor bids includes the Contractor's overhead and profit for the scope, priced the same way a Subcontractor would price its overhead and profit. That overhead and profit is not the Contractor's Fee and is not limited to the Fee Percentage. It is controlled by competition under this Section and by the Owner's Representative's review of the bid for reasonableness. The Contractor's Fee under Section 6.1.2 of the A133 is separate compensation for its management, coordination, and general contractor services on the entire Work. It applies to self-performed Work in the same way as to Subcontracted Work, is calculated on the fixed price of the self-performed scope as part of the Fee Base, and is not part of the bid price, so that every bid is compared on price before Fee. The Contractor shall not carry in a self-performed bid, or charge separately, any cost that is General Conditions Work under Section 9.1.5 of the A133 or is included in the Fee. Change Orders to a self-performed scope are priced as Sections 6.1.3 and 6.1.4 of the A133 provide, as if the Contractor were a Subcontractor. Self-performed Work shall have dedicated supervision that is not drawn from the General Conditions staff priced in Exhibit F of the A133.

4.7 Bid Package Structure

Bid packages shall be structured to maximize competition, and shall not be structured in any way that limits competition or gives the Contractor, a related party, or any bidder an advantage at bid time. The Contractor shall submit each proposed bid package, including its scope, bid form, schedule, and bidder list, to the Owner's Representative for review at least ten business days before issue. Without the Owner's prior written approval, the Contractor shall **not**:

- combine unrelated scopes in a single package, or divide a scope to avoid the formal bid threshold;
- size or define a package around the Contractor's own self-performance capabilities or those of a particular bidder, in any way that creates an advantage for a particular bidder;
- specify proprietary products, sole-source items, or no-substitution requirements not required by the Contract Documents;
- set bonding, insurance, experience, or schedule requirements greater than the scope reasonably requires; or
- give any bidder information, time, or site access not given to all bidders.

4.8 Subcontract and Purchase Order Requirements

As required by Sections J.1 and J.3 of the Construction Addendum, each Subcontract and purchase order for the Work shall, at a minimum:

- be in writing and identify the parties, their authorities, and the purpose of the agreement;
- state a fixed price, the work or materials to be provided, and beginning and end dates for performance;
- state the process for making claims and the terms of payment;
- be subject to 25 U.S.C. 5307(b) and (c), and include the requirements of Section 4.3 that apply to its scope;
- be with a party holding the Washington State contractor registration or professional license as required for its scope;
- be with a party holding a current Tulalip business license, which every Subcontractor must hold regardless of its scope or contract value; and
- be with a party verified in SAM.gov as not debarred, suspended, or otherwise excluded.

In addition, each Subcontract shall require the Subcontractor to comply with Section 7.7 Pre-Activity Planning Meetings, shall provide for the holdback described in Section 7.7.7, and shall require the Subcontractor's project manager, superintendent, and foreman to attend the pre-activity planning meeting for its scope.

Subcontracts shall not be awarded on a cost-plus basis. Before award of each Subcontract, the Contractor shall provide the Owner's Representative with the information the Owner needs to notify the Government of the proposed Subcontractor under Section J.1 of the Construction Addendum, including an SF-1413, Statement and Acknowledgment, signed by the Subcontractor, and shall allow five business days for that notice before award. The **Contractor shall** support each Subcontract change order with a cost or price analysis sufficient for the Owner to determine that the price is reasonable, as Section J.4 of the Construction Addendum requires.

4.9 Owner's Own Forces, Owner-Designated Subcontractors, and Related Parties

- **Owner's own forces.** Work performed by Tulalip departments, including Tulalip Data Services (see Part VII, Section 7.2), is performed by the Owner and is not procured by the Contractor.
- **Owner-designated Subcontractors.** Where the Contract Documents designate a Subcontractor under Section 9.1 of the A133 on the basis of a Tribal preference permitted by Section J.2 of the Construction Addendum and the TERO Code, including Salish Networks where so designated in Part VII, Section 7.2, Section 4.5 does not apply to that scope. The Contractor shall obtain an itemized price proposal from the designated Subcontractor and provide it to the Owner's Representative so the Owner can document price reasonableness. The other requirements of Section 4.8 apply.
- **Related parties.** A related party, as defined in Section 7.8 of the A133, may be awarded Work or a purchase only through the competitive process in Section 4.5, after the disclosure and Owner approval required by Section 7.8 of the A133.

4.10 General Conditions and Indirect Costs

The Contractor's general conditions and general requirements, meaning its field supervision and administration and the temporary facilities and services that are not part of a specific trade scope (for

example, the site office and office trailers, sanitary facilities, temporary fencing, temporary utilities, and debris containers), are carried in the Guaranteed Maximum Price as Section 7.1.5 of the A133 provides, and are not placed in Subcontracts or bid packages except as Section 9.1.5 of the A133 allows. Any other general conditions item or service over \$5,000 shall be procured by at least three written quotations documented in the buyout log.

4.11 Changes and Suspension Under the Construction Addendum

Under Section M.1 of the Construction Addendum, technical changes to the Drawings and Specifications require the concurrence of the Awarding Official, and changes that increase the Project budget, extend the performance period, or significantly depart from the scope or objective of the Project require the approval of the Awarding Official and the Awarding Official's Technical Representative. The Owner will identify which proposed changes require federal concurrence or approval. The Contractor shall submit change proposals early enough, and in enough detail, to support that review. A Change Order that requires federal concurrence or approval is not effective until it is obtained, except for emergency work under Article 10 of the A201.

Under Section M.5 of the Construction Addendum, the Secretary may suspend work where site conditions adversely affect health or safety, or where the work fails to substantially carry out the Construction Addendum. The Contractor shall comply with any resulting suspension directed by the Owner. The suspension shall be treated under Article 14 of the A201, except that no adjustment is due to the extent the suspension results from the Contractor's performance.

4.12 Cost Tracking and Allocation by Project Site

The Program consists of two Project Sites, the Battle Creek Hatchery and the Lower Tulalip Creek Hatchery, delivered under this single Agreement:

The Contractor shall organize its Guaranteed Maximum Price, Schedule of Values, buyout log, contingency log, and each Application for Payment so that cost is tracked and reported by Project Site. Each Subcontract and material purchase order shall be bid, quoted, awarded, and priced separately for each Project Site and shall not be prorated between them. A bid package may cover both Project Sites only if bidders price each Project Site separately, and the Owner may award the same or a similar scope to different Subcontractors at each Project Site where that serves the Owner's interests. Only general conditions and the Contractor's Fee may be allocated between the Project Sites, as stated below.

Shared costs, meaning general conditions (including Major Equipment used at both Project Sites) and the Contractor's Fee, shall be allocated between the two Project Sites on a basis approved by the Owner. The Owner is responsible for translating Project Site cost data into any funding-category reporting the Construction Addendum requires; the Contractor is not required to track cost separately by funding category, but shall provide the Owner the Project Site cost detail and supporting documentation the Owner needs to prepare that reporting.

4.13 Records, Monitoring, and Reporting

- The Contractor shall keep at the jobsite or project office, and make available to the Owner and to the Secretary during monitoring visits, the Contract, major Subcontracts, modifications, Construction Documents, Change Orders, shop drawings, equipment cut sheets, inspection reports, testing reports, and current redline drawings, as Section K of the Construction Addendum requires.

- The Contractor shall accommodate monitoring visits and inspections by the Secretary, scheduled through the Owner, including review of structural integrity and of compliance with safety, health, and environmental requirements.
- Within ten days of the Owner's request, the Contractor shall provide the information the Owner needs for its federal progress, financial, and annual reports, including percent complete, Subcontracts and modifications awarded, expenditures by Project Site, problems encountered, and forecast completion.
- The Contractor shall keep a complete procurement record for each bid package, including the package, solicitation list, advertisement, addenda, bids received, bid tabulation and leveling, award justification, price analyses, and SF-1413 submittals, and shall provide it to the Owner with each award recommendation and again at closeout.
- Records shall be retained as stated in Part XI and made available to the Owner, the Secretary, and their auditors.

Part V: Procurement Contingency

The Construction Contingency is set during the Guaranteed Maximum Price phase in agreement with the Owner and is carried in the Guaranteed Maximum Price outside the Fee Base, as Sections 3.2.4 and 6.2.3 of the A133 provide. It is administered in accordance with Tulalip's Procurement Contingency Guidelines. The applicable Scope Contingency (SC) and Price Escalation Contingency (PEC) percentages are a project-specific decision of the Owner, made during that phase on the basis of contract type and risk factors, and are not a fixed rule stated here. This Part governs only how contingency, once established, is administered:

- Contingency funds may be authorized for use only by the Contracting Officer or their written designee, supported by a written justification for each draw.
- Each use of contingency must be documented with a written scope or price justification, supporting invoices or updated supplier quotes, and the associated change order or contract modification.
- All contingency use must be tracked in a contingency log maintained by the Owner's Representative or Project Manager and made available to Finance and, on request, to the Board.

Part VI: Insurance, Bonding, Builder's Risk & Pre-Construction Requirements

Before the Notice to Proceed is issued, the Contractor must satisfy the applicable items on Tulalip's Pre-Construction Requirements Checklist, which is incorporated into these Supplementary Conditions by reference. At minimum, this includes:

6.1 Contractor-Provided Insurance

- All insurance required of the Contractor and its Subcontractors shall be placed with carriers licensed by the Washington State Office of the Insurance Commissioner, consistent with Section N.11 of the Construction Addendum.

6.2 Owner-Provided Special Inspections and Geotechnical Services

Special inspections and geotechnical services are provided by the Owner on Tulalip facilities projects and are procured directly by Tulalip rather than by the Contractor, except as the Agreement states otherwise for a specific project. (Builder's Risk insurance is also Owner-provided, but is addressed separately in Section 6.3, since it is a different kind of Owner-provided item with its own notification process.)

The Contractor shall schedule the Owner-provided special inspections and geotechnical services, giving each provider the advance notice that its requirements and the Contract Documents call for, so that the providers can perform their function without delaying the Work. A delay caused by the Contractor's failure to schedule an Owner-provided service is not excusable delay.

6.3 Owner-Provided Insurance

The Owner procures and holds two types of insurance directly, **rather** than requiring the Contractor to carry them: Builder's Risk and Pollution Insurance. Both are addressed in this Section because they share the same basic structure, Owner-procured coverage with Contractor scheduling and reporting responsibilities, distinct from the Contractor-provided insurance in Section 6.1.

6.3.1 Builder's Risk Insurance

Builder's Risk insurance is procured and held by the Owner on Tulalip facilities projects, not by the Contractor, except as the Agreement states otherwise for a specific project.

Scheduling of Builder's Risk coverage requirements (including any notice-of-commencement or coverage-activation steps tied to construction milestones) is the Contractor's responsibility. The Contractor must coordinate and schedule these steps in accordance with the Contract Documents, sufficiently in advance of the point in the schedule at which each step is required, so that the Builder's Risk carrier's requirements are satisfied without delaying the Work. A delay caused by the Contractor's failure to schedule a Builder's Risk coverage step in accordance with the Contract Documents is not excusable delay.

Because Builder's Risk coverage is procured and held by the Owner, the Contractor does not report a loss directly to the carrier; the Contractor reports to the Owner's Representative, who coordinates with the broker and carrier. The Contractor must:

- Report any occurrence that may give rise to a Builder's Risk claim (fire, water intrusion, wind, theft, vandalism, equipment breakdown, or other loss or damage to the Work, materials, or equipment in place, in storage, or in transit) to the Owner's Representative immediately upon discovery, and in no event later than 24 hours after discovery.

- Take reasonable steps to prevent further loss or damage and to protect life safety, but must not undertake remediation, cleanup, demolition, or repair of the damaged area beyond what is necessary for those purposes until the Owner's Representative and, where the Owner's Representative directs, the Builder's Risk carrier's adjuster have had the opportunity to inspect the loss.
- Preserve evidence of the loss, including damaged materials, photographs, and a written incident report, and cooperate fully with the Owner, its broker, and the carrier's claims adjuster in investigating and documenting the loss.

Current Builder's Risk carrier and claim contacts are maintained in Appendix D, rather than in the body of this Section, so they can be updated as placements change without revising this section.

6.3.2 Pollution Insurance

The Owner procures Pollution Liability Insurance for the Project as Section B.2.4 of Exhibit B of the A133 provides. The Contractor's scheduling, notification, and loss-reporting responsibilities for the Owner's Pollution Liability Insurance are the same as those stated above for Builder's Risk, unless Exhibit B of the A133 or the policy's own requirements state otherwise. Current Pollution Liability carrier and claim contacts, once established, will be maintained in Appendix D alongside the Builder's Risk contacts.

6.4 Bonds

- The Contractor shall furnish the bonds that Exhibit B of the A133 requires. No bid guarantee is required of the Contractor, which is selected by proposal. Subcontractor bonds, and subcontractor default insurance where the Owner requires it, are governed by the Contractor's approved subcontracting plan and the Agreement.

6.5 Permits, Licenses, and Pre-Construction Services

- All permits required for the Work, including the Tulalip Building Permit, must be obtained before Work begins on the permitted scope.
- The Contractor must hold a current Tulalip business license for the duration of the Contract and provide evidence of it to the Owner's Representative before mobilization. The Indian Traders License is addressed in Section 14.4.6 of the A133.
- Pre-construction services, GMP documentation (where the project is delivered on a GMP basis), and startup submittals, including the Contractor's site-specific safety plan and Emergency Action Plan (Part II, Section 2.6), must be completed and accepted before the Notice to Proceed is issued, except as Section 6.6 provides for a limited Notice to Proceed.

Tulalip Planning Department Permit and Plan Review Fees

Because the Construction Documents are prepared by the Owner's design professional, the Owner is responsible for Tulalip Planning Department plan review fees. The Contractor shall pay the Building Permit fee, trade permit fees, and fees for permits for deferred submittals as a Cost of the Work under Section 7.6.3 of the A133. Tulalip Planning allows plan review fees and permit fees to be paid separately.

6.6 Notice to Proceed

The Notice to Proceed is issued by the Owner's Representative once the items above are satisfied, and states the date on which the Contract Time begins to run. Under Section C of the Construction Addendum, construction funded by the Construction Addendum may begin only after the Awarding Official issues its notice to proceed to the Tribes, and the Owner will not issue the Notice to Proceed for

that Work before then. The Owner and the Construction Manager may agree in writing under Section 3.3.1.2 of the A133 to begin Construction Phase Work before the Guaranteed Maximum Price proposal is accepted. For that Work, the Owner's Representative may issue a limited Notice to Proceed, before the Guaranteed Maximum Price Amendment is executed, that describes the Work authorized. The items on the Pre-Construction Requirements Checklist that apply to that Work must be satisfied before the limited Notice to Proceed is issued, and the requirements of this Section 6.6 for the remaining Work apply when the Guaranteed Maximum Price Amendment is executed. Costs for that Work before execution of the Guaranteed Maximum Price Amendment require the Owner's prior written authorization under Section 3.2.7 of the A133, and the Construction Addendum limit in the preceding sentence applies to any such Work that the Construction Addendum funds.

Part VII: Coordination Requirements

This Part covers Owner-furnished items, the Owner's own forces, Owner-designated vendors, utilities, hatchery operations, and Owner activities the Contractor must coordinate with during construction. Unlike Part VI, these are not pre-construction gating items; they apply throughout the course of the Work.

7.1 Owner-Furnished Furniture, Fixtures & Equipment (FF&E)

Where the Agreement identifies furniture, fixtures, equipment, or other materials to be furnished by the Owner (FF&E), the Contractor must fully coordinate the integration of that Owner-furnished FF&E into the Work, in a manner complementary to, and consistent with, AIA A201's treatment of Owner-furnished items. This includes:

- Coordinating delivery schedules for Owner-furnished FF&E with the Owner's Representative and the Contractor's own construction schedule.
- Accepting delivery of Owner-furnished FF&E at the site (or at a location directed by the Owner's Representative), inspecting it for damage on receipt, and promptly reporting any damage or shortage.
- Providing proper, secure, and weather- and damage-appropriate storage for Owner-furnished FF&E from the time of delivery until installation or Owner turnover.
- Where installation of a specific item of Owner-furnished FF&E is identified in the Agreement as within the Contractor's scope, installing that item in accordance with the manufacturer's requirements and the Contract Documents.

The Owner's furnishing of FF&E does not relieve the Contractor of responsibility for coordination, sequencing, and protection of that FF&E once it is on site, in the same way the Contractor is responsible for coordinating any other Owner-furnished item under the Contract Documents.

Where the Project includes Owner-provided systems furniture (modular workstations, panel systems, and their associated power and data infrastructure), the Contractor is responsible for field coordination of the power and data connection points with the Owner's systems furniture vendor, including verifying rough-in locations, whip lengths, and connection point layouts against the systems furniture vendor's shop drawings before rough-in is closed up. The Contractor is also responsible for the electrical connections to those connection points, whether shown in the Contract Documents or developed during construction, so that power is live and correctly located at each connection point in accordance with the coordinated layout. The Owner's systems furniture purchase shall include installation of the line voltage cabling in the panel and cubicle raceways by a party licensed to perform that work. The Contractor shall confirm that scope with the Owner's Representative and the furniture vendor before the furniture order is released, and shall coordinate the vendor's installation with the Contractor's connections.

7.2 Owner Information Technology and Communications Work (TDS and Salish Networks)

Tulalip Data Services (TDS). TDS is a department of the Tulalip Tribes. TDS performs network, telecommunications, security system, and audio/visual work on Tulalip facilities as the Owner's own forces, in accordance with the Tribes' information technology and security standards. TDS work is not part of the Contract Sum. The Owner provides TDS labor and procures TDS materials directly under its own procurement procedures. The Contractor shall coordinate with TDS as it would with the its own forces under Article 6 of the A201, including providing timely access, pathways, and rough-in, sequencing TDS work with the rest of the Work, and incorporating TDS field requirements into the construction schedule.

Salish Networks. Salish Networks is owned by the Tulalip Federal Corporation and is the broadband and telecommunications provider on the Reservation. Salish Networks will provide broadband service and voice over IP phone systems to the facilities as a utility service meeting the Tribes' security requirements. The Contractor shall coordinate that service connection as it would any other utility.

- **Salish Networks:** Low voltage and structured cabling as it relates to the scope provided by TDS, is designated by the Owner to Salish Networks under Section 9.1 of the A133, on the basis of the Tribal preference permitted by Section J.2 of the Construction Addendum and the TERO Code. The Contractor shall subcontract this scope to Salish Networks without competitive bidding, provide the Owner's Representative with Salish Networks' itemized price proposal under Part IV, Section 4.9, and obtain a direct assignment of Salish Networks' warranty to the Owner at Substantial Completion, in a form acceptable to the Owner's Representative. Low voltage and structured cabling for all other systems and plant processes (SCADA for example) are by the Contractor.

The Tribes' information technology and security standards are Owner requirements. No substitution of vendors, materials, or methods for this scope is permitted without the Owner's prior written approval. The Contractor remains responsible for overall coordination, sequencing, and site logistics for TDS and Salish Networks work, consistent with its general coordination responsibility under the Contract Documents.

7.3 Underground Utilities: Locating, As-Built Documentation and Inspection

The Contractor is responsible for locating, documenting, and coordinating inspection of all underground utility work performed as part of the Work, as follows:

- Before excavating, the Contractor shall locate and mark existing underground utilities, by private utility locate and potholing in addition to the one-call locate where needed, and shall report to the Owner's Representative any existing utility that is not shown on the Drawings. Section 3.13.2 of the A201 applies to the protection of existing utilities.
- All underground utilities installed, relocated, or modified as part of the Work must be fully as-built and located in accordance with Tulalip GIS standards, and the as-built data must be provided to Tulalip in the format Appendix H specifies.
- Inspection of underground utility work is provided by Tulalip's Utility and Construction departments. The Contractor is responsible for coordinating and scheduling those inspections with the Owner's Representative and the applicable Tulalip department sufficiently in advance of, and prior to, all pressure testing, other required testing, and backfilling of any underground utility, so that Tulalip's inspection can occur before the utility is concealed.
- Following backfill, the Contractor must perform a camera (CCTV) inspection of each installed or modified underground **wet** utility run to confirm the completed installation conforms to the specified requirements, and must provide the recorded inspection footage and any associated report to the Owner's Representative.
- Utility work that is tested or backfilled without the required Tulalip inspection having been coordinated and completed may be required to be uncovered and re-exposed for inspection at the Contractor's expense.

Where the Work includes side sewer installation or connection, the Contractor (or the Subcontractor performing that scope) must hold a separate Tulalip Utility Board side sewer contractor license under Utility Code Chapter 13.70, and must maintain the bond and insurance minimums that license requires: a \$5,000 bond, liability insurance of not less than \$50,000 per occurrence and \$100,000 aggregate, and

property/fire insurance of not less than \$25,000. The Contractor must provide evidence of the license, bond, and insurance to the Owner's Representative before performing side sewer work, and must provide the one-year workmanship guarantee the Utility Code requires for that scope.

7.4 Construction Schedule

This Section supplements Section 3.10 of the A201, which governs the Construction Schedule, the submittal schedule, schedule updates, and the Recovery Schedule. It adds the following requirements.

7.4.1 Format. The Construction Schedule shall be a critical path method (CPM) schedule prepared in Oracle Primavera P6 or Microsoft Project, or other software the Owner's Representative accepts in writing. With each submission the Contractor shall deliver the native schedule file and a PDF of the schedule. The schedule shall show the Contract Time, the Milestone Dates for each Project Site stated in the GMP Amendment (A133 Exhibit A), including Substantial Completion, and the date of Final Completion; identify the critical path; and show total float for each activity. Each activity shall be coded by Project Site and by responsible party (Contractor, Subcontractor, Owner, or other).

7.4.2 Logic and calendars. Every activity, except the first and the last, shall have at least one predecessor and one successor, and the logic shall follow the order in which the Work will be performed. Calendars shall reflect the working days, holidays, in-water work windows (Part IX), hatchery outage windows (Section 7.5), and the weather the Contractor anticipates. Constraints shall not be used except for the Contract Time, Milestone Dates stated in the GMP Amendment, and dates imposed by the Owner or by a permit. Activity durations are governed by Section 3.10.5 of the A201. The schedule shall include submittals and their review, procurement, fabrication and delivery, installation, testing, commissioning, training, and closeout activities.

7.4.3 Owner and Owner-furnished equipment activities. The Contractor shall include in the schedule, with logic ties to the Work, the activities of the Owner and others that affect the Work, including: (a) Owner-furnished equipment and materials (OFE), including the FF&E described in Section 7.1, showing the Owner's procurement and delivery dates, the date each item is needed at the Project Site, and the Contractor's receiving, inspection, storage, installation, connection, startup, and testing activities for it; (b) the activities of the Owner's own forces, including TDS, and of Owner-designated Subcontractors; (c) Owner-provided special inspections and geotechnical services; (d) inspections and approvals by authorities having jurisdiction; (e) Owner decisions, reviews, and approvals that the Contract Documents require; (f) hatchery shutdowns and interruptions of water supply, power, or access coordinated under Section 7.5; (g) federal reviews, concurrences, and monitoring visits that the Owner identifies under Part IV; and (h) Owner training and acceptance of training under Section 11.2. The Contractor is not responsible for performing those activities. The Owner shall provide the information needed to schedule them, agree to their durations and logic, and provide status updates when the Contractor reasonably requests them. The durations of Owner activities and the OFE dates shall be agreed with the Owner's Representative before the schedule is accepted.

7.4.4 Resource and cost loading. The Construction Schedule shall not be resource loaded. **OPTIONAL COST LOADING:** If the Owner so elects in the Guaranteed Maximum Price Amendment, the schedule shall be cost loaded by assigning each activity a portion of one or more Schedule of Values line items, by Project Site, so that the total cost of the activities equals the Schedule of Values. Cost loading shall be used to review the percent complete in each Application for Payment and to forecast cash flow, and shall be updated with each monthly update. Allowances and the Construction Contingency shall be cost loaded only as they are released. Cost loading does not change the Guaranteed Maximum Price or the Schedule of Values.

7.4.5 Baseline, updates, and look-ahead. The Contractor shall submit the baseline Construction Schedule within the time Section 3.10.1 of the A201 requires, with a narrative describing the sequence of Work at each Project Site, the critical path, the major assumptions and constraints, and the Owner and OFE dates. The Owner's Representative will accept the baseline or return comments within [ten] days. The Contractor shall update the schedule monthly and submit each update with the Application for Payment, showing actual start and finish dates, remaining durations, and any change in logic or durations, with a narrative of the changes and the current critical path. An Application for Payment is not complete without the current update. The Contractor shall also prepare a three-week look-ahead schedule for each regular progress meeting.

7.4.6 Float and time extensions. Float belongs to the Project, and its use requires the Owner's approval, as Section 8.3.1 of the A201 provides. A request for an extension of the Contract Time shall be supported by a time impact analysis prepared on the current update, showing the effect of the event on the critical path. Section 3.10.9 of the A201 applies to time savings.

7.4.7 Closeout activities. The schedule shall show the closeout activities in Part XI and Appendices F and G, including assignment of the Closeout Manager, submission and review of the operation and maintenance manuals, commissioning and startup, Owner training and acceptance of training, the Substantial Completion inspection, completion of the punch list, record documents, Facility Asset Documentation, the Closeout Binder, Final Completion, and the warranty walk-through.

7.5 Hatchery Operations

The hatcheries remain in operation during construction. The Contractor shall plan and sequence the Work to maintain hatchery operations, water supply, and fish health as the Contract Documents require. The Contractor shall coordinate any interruption of water supply, power, or access with the Owner's Representative and the Hatchery Manager at least five business days in advance, except in an emergency, and shall schedule in-water work within the work windows stated in the Project permits (Part IX).

7.6 Temporary Utilities and Contractor Yard

The Project Sites and the contractor office yard have existing utilities. The Contractor shall make, maintain, and remove temporary connections. Consumption from existing Owner meters is paid by the Owner. The Contractor shall obtain any temporary hydrant meter from Tulalip Utilities before use, and the meter and usage charges are General Conditions costs reimbursed at actual cost under Section 7.1.5(d) of the A133 and are included in the Fee Base. The Contractor shall not draw temporary water from the hatchery process or fish water supply without written approval, shall install required backflow prevention, and shall coordinate any planned interruption of water, power, or access under Section 7.5. The Owner will make available the main contractor yards as agreed to in the pre-construction phase. The Contractor shall construct, fence, grade, surface, light, and secure the yard as needed, shall keep it clean and drained, and shall remove all improvements and restore each area to its original condition before final payment. The Contractor shall not store material or park vehicles outside the areas assigned. The yard establishment and restoration cost is a General Conditions cost under Section 7.1.5(d) of the A133. It is developed with the Guaranteed Maximum Price Amendment as the Owner decides the yard, and is carried in the Guaranteed Maximum Price and the Fee Base. Broadband: The Contractor shall order temporary broadband service for the field offices and yard from Salish Networks. Broadband is a General Conditions cost reimbursed at actual cost under Section 7.1.5(d) of the A133 and is included in the Fee Base.

7.7 Pre-Activity Planning Meetings

7.7.1 Requirement. Before each Subcontract scope and each definable feature of the Work starts, the Contractor shall plan and hold a pre-activity planning meeting with the Subcontractors and suppliers who will perform it. The Contractor decides how the meeting is run, but it shall meet this Section. This Section supplements, and does not replace, Sections 3.10, 3.12, and 13.4 of the A201. No activity shall start, and no material shall be installed, until the meeting has been held and the readiness verification in Section 7.7.6 is complete. A meeting is also required for every Specification Section that calls for a preinstallation conference.

7.7.2 Planning schedule. The Contractor shall include each pre-activity planning meeting as an activity in the construction schedule required by Section 3.10 of the A201, and shall show its date in the submittal schedule required by Section 3.10.3 of the A201. With the first Guaranteed Maximum Price Amendment, and updated monthly with the schedule, the Contractor shall submit a pre-activity planning list identifying each activity, its planned start, the Specification Sections and submittals it depends on, the date each submittal must reach the Architect, and the meeting date. Submittal dates shall be set backward from the meeting date, allowing the review period in the Contract Documents and time for one resubmittal.

7.7.3 Timing. The meeting shall be held not less than fifteen working days before the planned start of the activity. The meeting date is fixed by the planning list. If submittals are late, the activity start moves, not the meeting. The Contractor shall notify the Owner's Representative in writing within [two] working days of any submittal that misses its planning list date. Section 3.10.3 of the A201 applies to a submittal that is not provided in accordance with the submittal schedule. A delay resulting from a missed or late meeting is not a basis for an extension of the Contract Time or an increase in the Contract Sum.

7.7.4 Attendance. The Contractor's project manager and superintendent; the Subcontractor's project manager, superintendent, and the foreman who will lead the work; suppliers and manufacturer representatives where the Specifications require; the Owner's special inspector or testing agency where Owner inspection applies; and, on five working days notice, the Owner's Representative, the Architect's representative, the Hatchery Manager where hatchery operations are affected, and the TERO Office.

7.7.5 Minimum agenda. (a) Coordination of submittals with the Construction Documents: each submittal reviewed against the Drawings, Specifications, and related submittals of other trades; deviations identified in writing as Section 3.12.8 of the A201 requires; open RFIs; approval status; lead times and delivery dates. (b) Specification review: the relevant Specification Sections and Drawing details walked through with the people who will do the work, including installation requirements, tolerances, mockups, manufacturer instructions, warranty requirements, and substrate and related work conditions. (c) Safety: the activity hazard analysis, site safety plan items, hot work, excavation, fall protection, work near fish and water systems, and the requirements of Part II. (d) Testing and inspection: required tests and special inspections, who performs them, hold points, advance notice, how results are reported and failures resolved, including Owner provided inspections under Section 6.2 and the cost rules of Sections 13.4.1 and 13.4.3 of the A201. (e) Sequence, logistics, hatchery interruptions under Section 7.5, and coordination with other trades and the Owner's own forces. (f) Applicable TERO requirements under Part III.

7.7.6 Minutes and readiness. The Contractor shall issue minutes with a sign-in sheet and an open item list, with responsible parties and due dates, to the Owner's Representative and the Architect within three working days. Before the activity starts, the Contractor shall certify in writing that the meeting was held; the required submittals have been approved in writing by the Architect as Section 3.12.7 of the A201 requires; materials and equipment are on site or delivery is confirmed; required tests and

inspections are scheduled; the activity hazard analysis is complete; and open items are closed. The Owner's Representative may stop any activity that has not been verified, and the resulting delay and cost are the Contractor's.

7.7.7 Subcontract holdback. The Contractor shall withhold one percent of the Subcontract price, not less than \$2,500 nor more than \$50,000 for the whole Subcontract, from the Subcontractor's first payment or payments. Where a Subcontractor has more than one pre-activity planning meeting, the Contractor shall divide the holdback among its meetings in proportion to the value of the scope each meeting covers, and shall release each portion in the next Application for Payment after the Contractor verifies readiness under Section 7.7.6 for that scope. Each Subcontract shall say so. The holdback is part of the Subcontract price and not in addition to it, and it is not retainage. The Contractor receives no separate payment for pre-activity planning meetings, and the cost of its own personnel is included in General Conditions and the Fee.

Part VIII: Cultural Resources Protection & Inadvertent Discovery

8.1 General

The Project sites lie within the Tulalip Indian Reservation, land of deep and continuing cultural, spiritual, and historical significance to the Tulalip Tribes. The Contractor must conduct all ground-disturbing activity with awareness of this significance and must comply with this Part, in addition to any site-specific cultural resources requirements identified by Tulalip's Cultural Resources Department (CRD).

8.2 Pre-Design Cultural Resources Review and Site Letter

The Owner has coordinated the Project with CRD. CRD's determinations for the Project sites, including whether a cultural or archaeological monitor must be present during ground-disturbing work and any other site-specific cultural resources requirements, are provided with the Contract Documents and shall be reflected in the Contractor's construction sequencing.

Where CRD's site letter requires a cultural or archaeological monitor to be present during ground-disturbing work, the Contractor must accommodate the monitor's presence and reasonable direction without additional cost to Tulalip beyond what is stated in the Agreement.

8.3 Inadvertent Discovery Plan (Required Project Record Document)

The Contractor is required to execute Tulalip's Inadvertent Discovery Plan (IDP), prepared by the Tulalip Tribes Cultural Resources Department, which is provided as Exhibit P of the RFQ/P and is incorporated into these Supplementary Conditions by reference. At contract execution or before mobilization, whichever occurs first, the Contractor must complete the IDP's project-specific personnel information (project name, project location, and the names and contact information for the Contractor's Project Manager and on-site Construction Manager) and provide the executed IDP to the Owner's Representative and to CRD, filed with the other contract-execution certifications rather than tracked as a separate later deadline.

8.4 Recognizing a Potential Cultural Resource

The IDP describes how to recognize a potential cultural resource. The Contractor is not expected to determine the age or origin of a discovery. Where there is any doubt, the Contractor must treat it as a potential discovery and follow Section 8.5.

8.5 Procedure on Discovery of Cultural Resources

If any Contractor or Subcontractor employee believes they have uncovered cultural resources at any point in the project, the Contractor must, consistent with the IDP:

- STOP WORK in the vicinity of the discovery.
- PROTECT the discovery: leave the discovery and surrounding area untouched, establish a clear boundary with temporary fencing, flagging, or stakes, and exclude vehicles, equipment, and unauthorized personnel.
- NOTIFY the Tulalip Cultural Resources Manager, who will advise on the need for additional assessment, and notify the Owner's Representative.

8.6 Procedure on Discovery of Human Remains

If any Contractor or Subcontractor employee believes they have uncovered human remains at any point in the project, the Contractor must take the same steps as Section 8.5 and, in addition, consistent with the IDP:

- NOTIFY the Tulalip Tribes Police Department (dispatch, non-emergency).
- NOTIFY the Snohomish County Medical Examiner.
- Ensure the Owner's Representative and CRD contact the Washington State Physical Anthropologist.
- NOT speak to the media, permit photography or disturbance of the remains, or release information about the discovery on social media; remains must be protected from view and treated with respect at all times.

8.7 Applicable Law and Authority Over Discoveries

The Project sites are located within the exterior boundaries of the Tulalip Reservation and are tribal lands under the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. 3001 et seq., and its implementing regulations at 43 CFR Part 10. Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony discovered during the Work are subject to NAGPRA, and their treatment and disposition are determined by the Tulalip Tribes (or by lineal descendants where NAGPRA so provides), acting through the Tulalip Cultural Resources Department (CRD).

The Contractor acquires no ownership or other interest in any such remains or items. The Contractor shall not excavate, remove, retain, photograph, sell, transfer, or otherwise disturb them except as directed in writing by CRD, and shall inform all personnel that trafficking in Native American human remains or cultural items is a federal crime under 18 U.S.C. 1170.

Notification in accordance with Sections 8.5 and 8.6 constitutes the Contractor's notification to the Tulalip Tribes for purposes of NAGPRA. The Contractor shall not resume work in the area of a discovery until the Owner authorizes resumption in writing, following direction from CRD. The lapse of any waiting period under federal or state law does not by itself authorize the Contractor to resume that work. The Contractor shall continue all Work not affected by the discovery.

The notifications to the Tulalip Tribes Police Department, the Snohomish County Medical Examiner, and the Washington State Physical Anthropologist under Section 8.6 are made to determine whether remains are forensic or ancestral. They do not transfer to any other government control over ancestral remains or cultural items discovered on the Project sites.

This Part, and the IDP it incorporates, also implement the Archaeological Resources Protection Act (16 U.S.C. 470aa et seq.); Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and 36 CFR Part 800; and the public-records exemption for site-location records (RCW 42.56.300). They also implement the Tulalip Tribal Code, including Chapter 7.110 (Environmentally Sensitive Lands), Chapter 7.115 (Culturally Sensitive Lands), Chapter 8.20 (Environmental Infractions), and Chapter 6.30 (Tidelands Management).

Part IX: Environmental & Sensitive Areas Compliance

Environmentally and culturally sensitive areas for the Project have been identified through design and permitting. The Contractor shall comply with the Project permits and approvals, including their conditions, in-water work windows, and monitoring and reporting requirements, which are incorporated into the Contract Documents. The Project permits include:

- **Battle Creek Hatchery:** U.S. Army Corps of Engineers permit verification NWS-2024-692 and its Section 401 water quality certification; U.S. Army Corps of Engineers permit NWS-2025-798 (pond dredging) and its Section 401 water quality certification; and National Marine Fisheries Service consultation WCR2022-00679.
- **Lower Tulalip Creek Hatchery:** U.S. Army Corps of Engineers permit verification NWS-2022-847 and its Section 401 water quality certification, with the associated U.S. Fish and Wildlife Service and National Marine Fisheries Service consultation documents; and the Tulalip grading permit.
- **Both sites:** the Tulalip Building Permits and other permits issued for the Work (Part VI, Section 6.5).

The Contractor must conduct the Work in compliance with applicable provisions of the Tulalip Tribal Code governing environmental protection and sensitive areas, including Chapter 7.110 (Environmentally Sensitive Lands), Chapter 7.115 (Culturally Sensitive Lands, see also Part VIII), Chapter 8.20 (Environmental Infractions), and Chapter 6.30 (Tidelands Management) where the project site is affected, and must obtain any Tulalip environmental or land-use permit required before disturbing a sensitive area identified by the Owner's Representative or by Tulalip Natural Resources.

- Erosion and sediment control (temporary erosion and sediment control plan, or TESC) must be maintained for the duration of ground-disturbing work, consistent with the project's permit conditions.
- Spill prevention and response: the Contractor must maintain spill kits appropriate to the materials in use and must report any release of a regulated substance to the Owner's Representative and Tulalip Natural Resources immediately.
- Buffer distances from sensitive areas (Tribal Code §7.24) must be maintained and shown on the erosion and sediment control plan: 200 feet from a critical or Category I wetland or a Class 1 stream, 100 feet from a high-value or Category II wetland, and 50 feet from a moderate-value or Category III wetland or a Class 2 stream, unless a Tulalip environmental or land-use permit expressly authorizes a reduced buffer for the project.
- Clean Air Act and Clean Water Act compliance applies as stated in Part IV, Section 4.3.

Part X: Certifications, Non-Collusion & Non-Discrimination

The Contractor, and where Appendix A so states its Subcontractors, must execute the certifications and forms listed in Appendix A, on Tulalip's current form and at the times Appendix A states. They are incorporated into these Supplementary Conditions by reference.

Part XI: Project Closeout Requirements

Project closeout follows this Part, the Closeout Documentation Specification in Appendix F, the Closeout Checklist in Appendix G, and the Specifications. The Closeout Checklist is a quick reference only, and the Contractor is responsible for all closeout requirements in all of the Contract Documents, including the Drawings and Specifications. Key Contractor obligations include:

- Delivery of operation and maintenance manuals, warranties (including any Salish Networks direct warranty assignment under Part VII, Section 7.2), and commissioning documentation before Substantial Completion is accepted, and delivery of record documents in draft before Substantial Completion and in final form with the final Application for Payment, all in the digital form Appendix F requires.
- Delivery of Facility Asset Documentation in accordance with Section 11.1 below, within 15 days after Substantial Completion.
- Delivery of the digital Closeout Binder as Appendix F requires, in draft with the request for the Substantial Completion inspection and in final form with the final Application for Payment.
- Completion and Owner acceptance of training on each system as Section 11.2 provides, and operation of each system by the Contractor until the Owner accepts the training for that system.
- Completion of a documented punch list before Final Completion, consistent with the applicable AIA base form.
- Attendance at the 11-month warranty walk-through inspection scheduled by the Owner's Representative, and correction of warranty items identified at that inspection within the time stated in the Agreement.
- Assignment of a dedicated closeout manager, acceptable to the Owner's Representative, beginning no later than 60 days before the scheduled date of Substantial Completion and continuing until closeout documentation is complete and accepted.
- Delivery of final TERO workforce reporting, final certified payrolls, the procurement records required by Part IV, Section 4.13, and the information the Owner needs for its federal final reports and Release of Claims under the Construction Addendum, before final payment is released.
- Records related to the Project, including TERO compliance, certified payroll, procurement, safety, and financial records, must be retained for at least 3 years after final payment, or longer if the Owner notifies the Contractor that a longer period applies under the Construction Addendum or if an audit, claim, or dispute is pending.

11.1 Facility Asset Documentation

The Contractor must deliver Facility Asset Documentation in accordance with Appendix E (adapted from CSI Section 01 78 43, Facility Asset Documentation) within 15 days after Substantial Completion. The Owner's acceptance of the submittal is a condition of Final Completion and of the release of retainage, as stated in Appendix E.

11.2 Owner Training and Contractor Operating Responsibility

11.2.1 Training. The Contractor shall train the Owner's operating and maintenance personnel on each system as the Specifications require. Training follows commissioning of the system and delivery of the accepted operation and maintenance manual for it, is taught by qualified manufacturer's

representatives or other personnel familiar with the installed system, and is documented by sign-in sheet and as the Specifications require. The Contractor shall schedule each training session in the Construction Schedule and give the Owner's Representative at least four weeks' notice of it. Training is not a precondition to Substantial Completion and need not be complete at Substantial Completion.

11.2.2 Acceptance of training. The Owner's Representative accepts the training for each system in writing when the training has been given, the training records have been delivered for the Closeout Binder, and the Owner's personnel have had the opportunity to operate the system under the Contractor's instruction. The Owner's Representative shall accept the training, or state the reasons for not accepting it, within five working days after the Contractor reports that the training for a system is complete.

11.2.3 Contractor operating responsibility. UNTIL THE OWNER HAS ACCEPTED THE TRAINING FOR A SYSTEM IN WRITING, THE CONTRACTOR REMAINS RESPONSIBLE FOR OPERATING THAT SYSTEM, REGARDLESS OF SUBSTANTIAL COMPLETION, BENEFICIAL OCCUPANCY, OR THE OWNER'S USE OF THE FACILITY. This responsibility applies to each system at each Project Site separately. Until the Owner accepts the training for a system, the Contractor shall provide qualified personnel to operate the system as designed, respond to alarms and failures, and perform the routine operating tasks, and shall coordinate the operation of any system that serves hatchery operations with the Hatchery Manager as Section 7.5 provides. Owner personnel may observe and take part in operation for training purposes. Their participation does not transfer operating responsibility to the Owner or reduce the Contractor's responsibility under this Section.

11.2.4 Certificate of Substantial Completion. The Certificate of Substantial Completion shall list each system for which the Owner has not accepted the training and shall state that the Contractor remains responsible for operating that system as this Section provides. Section 9.8.4 of the A201 and Section 14.4 of the A133 refer to this Section.

11.2.5 Final Completion. The Owner's acceptance of the training for every system is a condition of Final Completion.

11.3 Closeout Documentation and Checklist

Appendix F specifies the format, structure, and delivery of the operation and maintenance manuals, warranties, record documents, and the digital Closeout Binder. Where a Specification calls for closeout documents in paper form, on disk, or in bound volumes, Appendix F governs the form of delivery and the Specification continues to govern the content. Appendix G is the Closeout Checklist. It is a quick reference guide to Tulalip's standard closeout requirements and does not replace the requirements of the Contract Documents.

Part XII: Definitions

Capitalized terms that these Supplementary Conditions do not define have the meanings given in the Agreement and the General Conditions. As Section 1.1 states, "Contractor" means the Construction Manager.

- "Agreement" means the AIA A133-2019 Agreement between the Owner and the Construction Manager for the Project, as modified, including its exhibits and each Guaranteed Maximum Price Amendment.
- "General Conditions" means AIA Document A201-2017, General Conditions of the Contract for Construction, as modified.
- "TERO" means the Tulalip Tribes Employment Rights Office, established under Tulalip Tribal Code Chapter 9.05.
- "Awarding Official" and "Awarding Official's Technical Representative" have the meanings given in the Construction Addendum.
- "Secretary" means the Secretary of the Interior or the Secretary's authorized representative.
- "Owner's own forces" means Tulalip Tribes departments performing work for the Project, including Tulalip Data Services.

Appendix A: Required Forms and Where to Obtain Current Versions

Forms change periodically. This appendix points to the current source rather than embedding a fixed copy, so the Contractor is always directed to the current version rather than a copy retained from a prior project.

Form	Current Source	Notes
TERO Compliance Plan	tulaliptero.com/Forms	Required before Notice to Proceed
TERO NAOB Application / Re-Certification	tulaliptero.com/Forms	For Subcontractor NAOB status verification
TERO Complaint Form	tulaliptero.com/Forms	For workforce compliance complaints
Proposal Cover Certification	Tulalip Tribes RFP/procurement page	Submitted with the Proposal or bid response
Certificate of Compliance	FP&C Office	Executed at contract execution or before mobilization, whichever occurs first
Non-Collusion Affidavit	FP&C Office	Notarized; executed at contract execution or before mobilization, whichever occurs first
Non-Discrimination Certification	FP&C Office	Executed at contract execution or before mobilization, whichever occurs first
Contractor Code of Conduct Acknowledgment	FP&C Office	Executed at contract execution or before mobilization, whichever occurs first
Certification Regarding Debarment, Suspension, and Other Responsibility Matters	FP&C Office	Executed at contract execution or before mobilization, whichever occurs first
Inadvertent Discovery Plan (project-specific personnel fields)	FP&C Office / Tulalip Cultural Resources Department	Executed at contract execution or before mobilization, whichever occurs first; see Part VIII
Tulalip Building Permit Application	Tulalip Tribes website (Building/Planning)	Required before permitted Work begins
Pre-Construction Requirements Checklist	FP&C Office	Completed before Notice to Proceed
Construction Closeout Checklist	Appendix G of these Supplementary Conditions	Quick reference to Part XI closeout requirements
Drug-Free Workplace Certification	FP&C Office	Contractor at contract execution; each Subcontractor over \$25,000 before award; see Part IV
SF-1413, Statement and Acknowledgment	FP&C Office (Construction Addendum, Attachment 8)	Each Subcontractor, before award; see Part IV, Section 4.8

Form	Current Source	Notes
Certified Payroll (Form WH-347 or equivalent)	U.S. Department of Labor	Weekly, Contractor and each Subcontractor; see Part IV, Section 4.3
Bid Tabulation and Award Recommendation	Contractor format reviewed by the Owner's Representative	Each bid package; see Part IV, Section 4.5

Appendix B: Not used

Appendix C: Inadvertent Discovery Plan, Quick-Reference Contacts

Quick reference only, drawn from the current Tulalip Tribes Cultural Resources Department Inadvertent Discovery Plan. The executed, project-specific IDP governs; see Part VIII. Confirm these names and numbers are still current with CRD before each use, since personnel and numbers can change.

Contact	Phone
Tulalip Cultural Resources Manager (Richard Young)	425-622-4303
Tulalip Assistant Cultural Resources Manager (Gene Enick)	425-258-6859
Tulalip Tribes Police Department (dispatch, non-emergency)	360-716-4608
Snohomish County Medical Examiner (24/7)	425-438-6200
Washington State Physical Anthropologist (Dr. Guy Tasa)	360-790-1633

Cultural resource discovery: STOP WORK in the vicinity, PROTECT the discovery (untouched, clearly bounded, no vehicles or unauthorized personnel), and NOTIFY the Tulalip Cultural Resources Manager and the Owner's Representative.

Human remains discovery: take the same steps above, and in addition NOTIFY Tulalip Police and the Snohomish County Medical Examiner, ensure the State Physical Anthropologist is contacted, and do not speak to media, photograph, or otherwise disturb the remains.

Appendix D: Builder's Risk & Pollution Insurance Claim Contacts

Maintained here, separate from the body of Part VI, Section 6.3, so carrier and contact information can be updated as placements change without revising this exhibit. Confirm these contacts are still current before each use, since carriers, broker teams, and policy numbers can change project to project and at renewal.

D.1 Builder's Risk Insurance

Tulalip's Builder's Risk coverage is placed through AMERIND (a tribally owned insurer) and serviced by an Arthur J. Gallagher team. Current service-team contacts are:

Name / Role	Function	Phone	Email
Randy Griego	Underwriting	505-404-5087	rgriego@amerind.com
Alan Romero	Claims (report losses here)	505-239-5301	aromero@amerind.com
Nick Schneider	Safety	505-900-4446	nschneider@amerind.com
AMERIND general office	Mon-Fri 8:00am-5:00pm MT; after hours to voicemail	505-404-5000 / 800-352-3496	cluw@amerind.com

Confirm the carrier, service team, and policy for the Project's Builder's Risk placement before relying on these contacts, since they can change from project to project and at renewal.

D.2 Pollution Insurance

Pollution Insurance carrier and claim contacts, once Tulalip's Pollution Insurance coverage is confirmed and placed (see Part VI, Section 6.3.2), will be maintained here alongside the Builder's Risk contacts.

Appendix E: Facility Asset Documentation Specification

Referenced from Part XI, Section 11.1. This Appendix specifies the facility asset data the Contractor must submit for the Owner's asset management system, adapted from CSI Section 01 78 43 (Facility Asset Documentation).

E.1 Summary

This Appendix specifies requirements for Contractor submission of facility asset data for incorporation into the Owner's asset management system. It supplements, and does not replace, the Operation and Maintenance data and other closeout submittal requirements specified elsewhere in the Contract Documents.

E.2 Owner-Assigned Asset Identification

- The Owner, not the Contractor, assigns the unique Asset ID number for each item of equipment and each building system requiring entry into the Owner's asset management system.
- The Contractor must not assign, stamp, label, or otherwise apply an asset identification number to any equipment or system.
- The Contractor must identify each asset in its submittal by equipment description, location, and manufacturer, model, and serial number. The Owner will cross-reference the Contractor's submitted data to Owner-assigned Asset ID numbers after acceptance of the submittal.
- Where the Contract Documents require asset tags or nameplates to be affixed to equipment, the Owner will furnish those tags after Asset ID assignment for the Contractor to install, unless the Contract Documents state otherwise.

E.3 Required Asset Data

For each item of equipment or building system identified in the Contract Documents or an attached Schedule of Assets, the Contractor must submit the following data using the Owner-furnished Asset Data Template:

- 1. Equipment description and asset category.
- 2. Specific location, including building, floor, and room or space number.
- 3. Manufacturer, model number, and serial number.
- 4. Date of installation or date placed in service.
- 5. Warranty start date, warranty end date, and a brief summary of warranty terms.
- 6. Installed cost, itemized by asset where the Contract Sum includes multiple assets.
- 7. Manufacturer's stated useful life, if published.
- 8. One digital photograph of each asset, file-named to match the equipment description used in the Asset Data Template.
- 9. Cross-reference to the corresponding Operation and Maintenance manual, warranty certificate, and startup or commissioning report.

E.4 Format and Delivery

- The Contractor must submit asset data on the Owner-furnished Asset Data Template (electronic spreadsheet format), provided to the Contractor at Notice to Proceed or the Preconstruction Conference.

- The Contractor must not substitute its own format or field structure for the Owner-furnished template.
- Photographs must be submitted as separate digital image files, named to match the corresponding equipment description entry in the Asset Data Template, and must not be embedded within the spreadsheet.
- The asset data submittal is distinct from the Operation and Maintenance manual submittal, though the two may be submitted concurrently.

E.5 Timing

- The Contractor must submit completed asset data within 15 days after Substantial Completion.
- The Owner's acceptance of the asset data submittal is a condition of Final Completion and of the release of retainage.
- Incomplete or nonconforming asset data submittals will be returned to the Contractor for correction and resubmittal, and will not be deemed accepted until all required fields are complete and accurate.

E.6 Owner's Use of Data

Data submitted under this Appendix will be incorporated into the Owner's asset management system. The Owner retains sole authority to assign, modify, or reassign Asset ID numbers and asset categorization within that system.

Appendix F: Closeout Documentation Specification

Referenced from Part XI. This Appendix specifies the format, structure, and delivery of the operation and maintenance manuals, warranties, record documents, and the digital Closeout Binder.

F.1 Scope and Precedence

This Appendix governs the form of delivery of closeout documentation. The Specifications continue to govern the technical content of each submittal. Where a Specification or Section 3.5.2 or 3.11 of the A201 calls for paper copies, bound volumes, or disks, this Appendix governs, and the Contractor shall deliver closeout documentation in digital form only. The Contractor shall deliver the documentation for each Project Site separately.

F.2 One Home for Each Document

Each closeout document is delivered once, in the place this Appendix assigns, and is referred to elsewhere by hyperlink and not copied. The operation and maintenance manuals are delivered as a separate manual set under F.3, and the Closeout Binder links to them and does not contain copies. Warranties are delivered only in the Closeout Binder, and the manuals link to them. Record documents are delivered under F.5, and the Closeout Binder links to them. The Facility Asset Documentation is delivered under Appendix E, and the Closeout Binder links to it. A manual shall not repeat information that is in another manual or in the Closeout Binder and shall refer to it by link.

F.3 Operation and Maintenance Manuals

F.3.1 Organization. The Contractor shall deliver one manual set for each Project Site, organized by Specification Division and Section, with one PDF file for each Specification Section or, where a Section

covers several systems, for each major system. Each set begins with an index file that lists every manual in the set and links to it. Each manual shall contain the following parts in this order:

Part	Contents
1	Cover and contents: Project, Project Site, Specification Section, system or equipment, Contractor, Subcontractor, date, and a hyperlinked table of contents.
2	System description: function, design basis, and a list of the equipment with its location, manufacturer, model, and serial number. The Owner adds the Owner-assigned Asset ID under Appendix E.
3	Approved submittals: final approved product data and shop drawings for the system, showing the equipment as installed.
4	Operating procedures: startup, normal operation, shutdown, seasonal changeover, and emergency procedures, with setpoints and control sequences.
5	Maintenance: preventive maintenance schedule with intervals, and lubrication, adjustment, cleaning, and replacement procedures.
6	Troubleshooting: fault finding procedures and alarm responses.
7	Parts and spares: parts lists and recommended spare parts, with part numbers.
8	Drawings and diagrams: as-installed piping, wiring, and control diagrams that are not in the record drawings.
9	Contacts: manufacturer, supplier, installer, and service contacts, with the warranty contact.
10	References: hyperlinks to the warranty and to the commissioning and startup report in the Closeout Binder. Warranties, commissioning reports, and test records are not copied into the manual.

F.3.2 Format. Each manual shall be a text-searchable PDF with bookmarks for each part and a hyperlinked table of contents. Software, configuration, and programmable logic controller files are delivered in native form as the Specifications require, with a PDF listing of each file. File names are as F.6.4 provides.

F.3.3 Review and timing. The Contractor shall submit draft manuals for review not later than forty-five days before the scheduled date of Substantial Completion. The Owner's Representative and the Engineer will return comments within fourteen days. The Contractor shall deliver final manuals that incorporate the comments, and obtain the Owner's acceptance of them, before it requests the Substantial Completion inspection. The manual for a system shall be available at least fourteen days before the Owner training on that system.

F.4 Warranties

Warranty documents are delivered in the Closeout Binder (Tab 02) and nowhere else. The Contractor shall deliver each manufacturer, special, workmanship, and extended warranty, assigned to the Owner as Section 3.5.2 of the A201 requires, as a separate PDF named for its Specification Section. The Contractor shall also deliver a Warranty Register, in PDF and Excel, with one line for each warranty showing the Project Site, Specification Section, item or system, warrantor and contact, start date, end date, scope of coverage (parts, labor, or both), claim procedure, and a link to the warranty document. Warranty start dates are as Section 9.8.4 of the A201 provides. The warranty walk-through is held 11 months after Substantial Completion, as Section 14.4.1 of the A133 provides.

F.5 Record Documents

Record documents are the record drawings, record Specifications and addenda, record product data, approved shop drawings, and the utility as-built data and inspection records required by Part VII, Section 7.3. The Contractor shall deliver them as bookmarked PDF files organized by discipline and sheet or by Specification Section and, for the Drawings, in the native CAD format the Specifications require. The Contractor shall deliver draft record documents with its request for the Substantial Completion inspection and final record documents with the final Application for Payment, as Section 3.11 of the A201 provides. Record documents that include geospatial data, meaning digital drawing files, survey data, and GIS data for Project infrastructure and facilities, must also meet the geospatial data requirements of Appendix H.

F.6 Digital Closeout Binder

F.6.1 Purpose. The Closeout Binder is the Owner's index to the closeout documentation for each Project Site. It holds the documents that have no other home and links to the manual set, the record documents, and the Facility Asset Documentation. It replaces the bound volumes and disks that the General Conditions and the Specifications call for. No paper binders are required.

F.6.2 Contents and order. Each Closeout Binder shall be organized in the following order and shall use the Tab numbers and names below as its folder names.

Tab	Contents	Delivery
00 Index	Hyperlinked index of every document in the Closeout Binder and of every manual, record document, and asset data file it links to; the Closeout Checklist (Appendix G) with its completion status.	Index file
01 Completion	Certificate of Substantial Completion; certificates of occupancy and governmental approvals; punch list and the certified list of completed items; final inspection report.	Copies
02 Warranties	Warranty Register; warranties by Specification Section; assignments, including any Salish Networks warranty assignment; maintenance agreements.	Copies. Warranties are delivered here only
03 O&M Manuals	Index of the manual set for the Project Site.	Links only. No copies
04 Record Documents	Index of the record drawings, record Specifications, record product data, and utility as-built data, including GIS data and CCTV footage and reports.	Links only. No copies
05 Commissioning and Testing	Commissioning plan and reports, startup reports and manufacturer certifications, test, adjust, and balance reports, pressure and disinfection tests, and controls and SCADA verification records.	Copies. Delivered here only
06 Training	Training plan, sign-in sheets, recordings if the Specifications require them, and the Owner's written acceptance of the training for each system.	Copies
07 Permits and Inspections	Permits, inspection sign-offs, special inspector and geotechnical final reports, utility department sign-offs, and permit completion reports and compliance certifications.	Copies

Tab	Contents	Delivery
08 Facility Asset Docu- mentation	Index of the Facility Asset Documentation submittal under Appendix E.	Links only. No copies
09 Owner Materials	Transmittals and receipts for spare parts, extra stock, special tools, keys, and software licenses delivered to the Owner.	Receipts only
10 Final Payment Docu- ments	Index of the lien and claim releases, surety consent, insurance certificates, TERO and certified payroll closeout, procurement records, and information for federal reports delivered with the final Application for Payment, with the date each was delivered.	Index only. The documents are delivered with the final Application for Payment

F.6.3 Delivery and acceptance. The Contractor shall deliver a draft Closeout Binder with its request for the Substantial Completion inspection, with every Tab present and the documents then available, and the final Closeout Binder with the final Application for Payment. The Owner's Representative will return comments on the draft within fourteen days. The Owner's acceptance of the final Closeout Binder is a condition of final payment.

F.6.4 Technical requirements. The Closeout Binder shall meet the following requirements:

- File type. Searchable PDF (PDF version 1.7 or later), produced from native files where they exist, with fonts embedded and no password protection or usage restrictions. Documents that exist only on paper, such as signed certificates and third party warranties, are scanned at not less than 300 dpi and processed with optical character recognition.
- Bookmarks and contents. Every PDF of more than 10 pages has bookmarks for its sections, and every manual has a hyperlinked table of contents.
- Hyperlinks. All links are relative links within the delivered folder structure, not absolute paths, drive letters, or links to a Contractor server, so that the Closeout Binder works when copied to any location. The Contractor shall test every link on a copy of the delivered folder before delivery.
- File names. [Site code]_[Tab]_[Specification Section]_[Description].pdf, for example BCH_02_23 05 00_Pump P-101 Warranty.pdf. The site codes are BCH for the Battle Creek Hatchery and LTC for the Lower Tulalip Creek Hatchery. File names use no special characters, and the total path length shall not exceed 200 characters.
- File size. No file shall exceed 100 MB. A larger document is divided by Specification Section or part.
- Excel files. The Closeout Binder index and the Warranty Register are also delivered in Excel format.
- Medium. The Contractor shall deliver the Closeout Binder by upload to the location the Owner's Representative designates, or on a portable drive if the Owner so directs, and shall scan it for malware before delivery.

F.7 Engineer's Closeout Requirements

Where a Specification conflicts with this Appendix on the form of delivery, this Appendix governs.
Where it conflicts on technical content, the Specification governs.

Appendix G: Closeout Checklist

IMPORTANT. This checklist is a quick reference guide only. It summarizes Tulalip's standard closeout requirements. The Contractor is responsible for all closeout requirements in all of the Contract Documents, including the Agreement, the General Conditions, these Supplementary Conditions, the Drawings, and the Specifications, whether or not an item appears on this checklist. An item's absence from this checklist does not relieve the Contractor of the requirement, and this checklist does not modify any Contract Document. If this checklist and another Contract Document differ, the Contractor shall follow the order of precedence in the Agreement and shall comply with the more stringent requirement.

Checklist Item	Responsible Party	Timing
Administrative Closeout		
Assign the Closeout Manager, acceptable to the Owner's Representative. The Closeout Manager drives closeout at both facilities through Final Completion.	Contractor	Starts 60 days before scheduled Substantial Completion; continues until closeout documents are complete and accepted
Hold the project closeout conference and issue a closeout schedule covering record documents, O&M manuals, warranties, training and startup.	Contractor	Per Spec 01 31 00 and the approved closeout schedule
Verify the preconditions to Substantial Completion: temporary or final certificate of occupancy and all governmental approvals, systems operational as designed, O&M manuals delivered, final finishes in place.	Contractor	Before requesting the Substantial Completion inspection
Submit the Contractor's list of incomplete items (punch list) in Excel, stating the value of each item and the reason it is incomplete, with the written request for the Substantial Completion inspection.	Contractor	Request at least 10 days before the Work will be ready for inspection
Complete the Substantial Completion inspection and any reinspection. More than two inspections not caused by the Owner or Architect are at the Contractor's cost.	Owner's Rep / Architect	On receipt of the Contractor's request
Issue the Certificate of Substantial Completion, accepted in writing by the Owner and the Contractor. The Certificate fixes the date, allocates responsibility for security, maintenance, heat, utilities, damage to the Work and insurance, lists the systems for which Owner training is not yet accepted, and sets the time to finish listed items.	Owner's Rep / Architect; Contractor accepts	After inspection passes
Complete every listed item and submit the certified list of incomplete items, endorsed and dated by the Owner, stating each item is complete or resolved.	Contractor	Within the time the Certificate fixes, and before the final inspection request
Request the final inspection in writing. Owner or Owner's Representative inspects and issues the final Certificate for Payment when the Work and all closeout documents are complete.	Contractor	Request at least 10 days before the Work will be ready for final inspection

Checklist Item	Responsible Party	Timing
Achieve Final Completion. Liquidated damages apply as stated in Section 6.1.6 of the A133 if Final Completion of a site is not achieved within 30 days after Substantial Completion of that site.	Contractor	Within 30 days after Substantial Completion
Execute all Change Orders and Construction Change Directives and incorporate them in the Contract. Process a final deductive Change Order returning unused Construction Contingency in total, and buyout savings and unused Allowance amounts, to the Owner, with the Fee reduced at the Change Fee Rate as Section 6.1.2.2 of the A133 provides.	Contractor / Owner's Rep	Before the final accounting is submitted
Close out permits and approvals: certificate of occupancy, Tulalip permits, and the conditions and any completion reports or compliance certifications for the USACE permits (NWS-2024-692 and NWS-2025-798), the 401 certifications and the wetland mitigation plan. [Natural Resources to confirm required filings.]	Contractor / Owner's Rep	Before Final Completion
Coordinate and obtain final reports and sign-offs from the Owner's special inspector and geotechnical consultant, and Tulalip Utility and Construction department sign-offs on underground utilities.	Contractor coordinates; Owner provides	Before the final inspection request
Deliver record documents as Appendix F requires, including the geospatial data Appendix H requires.	Contractor	Draft with the request for the Substantial Completion inspection; final with the final Application for Payment
Deliver as-built data for all underground utilities in the format Appendix H specifies, and CCTV inspection footage and reports for each wet utility run.	Contractor	Before Substantial Completion, as Appendix H Section H.5 provides
Deliver operation and maintenance manuals in the format and structure Appendix F requires. Draft manuals are submitted 45 days before scheduled Substantial Completion, and final manuals are accepted before the Substantial Completion inspection is requested.	Contractor	45 days before scheduled Substantial Completion (draft); before the Substantial Completion inspection (final)
Deliver all manufacturer and special warranties, workmanship bonds, and maintenance agreements, assigned to the Owner, with the Warranty Register, in the Closeout Binder as Appendix F requires. Include the Salish Networks direct warranty assignment where applicable.	Contractor	Before Substantial Completion; special warranties on request
Deliver the digital Closeout Binder for each Project Site as Appendix F requires. The Closeout Binder links to the operation and maintenance manuals, record documents, and Facility Asset Documentation and does not copy them. No paper binders are required.	Contractor	Draft with the request for the Substantial Completion inspection; final with the final Application for Payment
Deliver Facility Asset Documentation on the Owner-furnished Asset Data Template, with photographs, as Appendix E requires. The Owner assigns Asset IDs and furnishes tags; the Contractor must not label or number equipment. Owner acceptance is a condition of Final Completion and of the release of retainage.	Contractor	Within 15 days after Substantial Completion

Checklist Item	Responsible Party	Timing
Deliver maintenance materials, spare parts, special tools and keys, and complete the permanent lock changeover. Network and system credentials are controlled by Tulalip IT and Salish Networks.	Contractor	At Substantial Completion
Financial Closeout		
Submit the final accounting for the Cost of the Work, with job cost transaction detail in Excel and Project Site cost detail for each hatchery, and the final application for payment.	Contractor	No later than 45 days after the later of the events listed in A133 11.2.2
Reconcile Allowances as part of Subcontractor Buyout under Section 6.2.4 of the A133, and reconcile the Construction Contingency. Unused Construction Contingency is returned to the Owner in total. The Owner's Representative closes the contingency log and provides it to Finance.	Contractor / Owner's Rep	With the final accounting
Support the Owner's audit of the final accounting and change order pricing. The Owner issues its audit report within 10 days after the audit; the Architect issues the final Certificate for Payment within 7 days after the report; the Contractor may request mediation of a disputed amount within 30 days after receiving the final Certificate.	Contractor / Owner	After the final accounting is delivered
Deliver the final lien and claim waiver (the form in Exhibit I of the A133) from the Contractor and a final lien or claim release from every Subcontractor and supplier, with the Contractor's affidavit that payrolls, bills for materials and equipment and other indebtedness are paid.	Contractor	With the final application for payment
Certify that all Subcontractor and supplier invoices have been submitted. Invoices submitted after final payment are waived and the Contractor indemnifies the Owner for them.	Contractor	With the final application for payment
Obtain the surety's consent to final payment. Confirm the Performance and Maintenance Bond remains in force to cover all warranty obligations, and that the Payment Bond remains in force as Exhibit B of the A133 requires. The Maintenance Bond is on a form agreeable to the Owner.	Contractor / Surety	With the final application for payment
Deliver the certificate and endorsements evidencing continuing commercial general liability coverage, including completed operations, with the Owner and Owner-Related Parties as additional insureds, as Exhibit B of the A133 requires. Provide renewal certificates until the period in Exhibit B of the A133 expires. Continue umbrella or excess and professional liability coverage for the same period.	Contractor	With the final Application for Payment, then at each renewal
Reconcile and pay retainage with final payment, unless released early under the Agreement. Owner payment is due within 30 days after the conditions are satisfied.	Owner / Contractor	With final payment
TERO: submit final workforce reports and final certified payrolls for the Contractor and every Subcontractor, complete the compliance plan, reconcile the TERO fee with the TERO Office as Part III, Section 3.2 provides, and provide exit evaluations of Subcontractors and suppliers if TERO requests them.	Contractor / TERO Office	Before final payment

Checklist Item	Responsible Party	Timing
Davis-Bacon: submit final weekly certified payrolls and statement of compliance for the Contractor and every Subcontractor and resolve any open wage findings.	Contractor	Before final payment
Deliver the procurement records for every bid package (solicitation list, advertisement, addenda, bids, bid tabulation and leveling, award justification, price analyses and required acknowledgment forms).	Contractor	Before final payment
Provide the information the Owner needs for its federal final reports and the Release of Claims under the Construction Addendum. [Confirm requirements against the Construction Addendum.]	Contractor / Owner	Before final payment
Construction Completion & Commissioning		
Submit the Testing and Startup Plan, including the schedule for training Owner personnel. Timing and content per Section 01 75 00.	Contractor	At least 30 days before startup
Complete mechanical checkout, pre-commissioning and commissioning of all systems, with documentation and manufacturer certifications. Requirements per Sections 01 75 00 and 01 75 10.	Contractor	Before the Substantial Completion inspection
Complete test, adjust and balance records and controls, instrumentation and SCADA integration where the specifications require them. [Confirm scope with TDS and Salish Networks.]	Contractor	Before the Substantial Completion inspection
Complete final cleaning and repair of the Work as Spec 01 77 00 describes.	Contractor	Before requesting the Substantial Completion inspection
Restore the site: remove all contractor yard, laydown and employee parking improvements and restore each area to its original condition, and restore areas disturbed outside the limits of construction.	Contractor	Before final payment
Remove all temporary facilities, mockups, tools and surplus material. Disconnect temporary utilities and Salish temporary broadband, return any hydrant meter and reconcile final usage.	Contractor	Before the Substantial Completion inspection, except the yard (above)
Advise the Owner of insurance, heat and utility changeover and take part in the walk-through with local emergency responders.	Contractor / Owner	Before Substantial Completion
Owner Turnover		
Schedule each training class at least four weeks ahead and make the accepted operation and maintenance manual available at least 14 days before it (Section 11.2). Classes are taught by qualified manufacturer's representatives or other personnel familiar with the installed system.	Contractor	As scheduled in the Construction Schedule and the Testing and Startup Plan

Checklist Item	Responsible Party	Timing
Complete Owner training of each system and obtain the Owner's written acceptance of the training (Section 11.2). UNTIL THE OWNER HAS ACCEPTED THE TRAINING FOR A SYSTEM, THE CONTRACTOR REMAINS RESPONSIBLE FOR OPERATING THAT SYSTEM, REGARDLESS OF SUBSTANTIAL COMPLETION, BENEFICIAL OCCUPANCY, OR THE OWNER'S USE OF THE FACILITY.	Contractor	Training need not be complete at Substantial Completion. Acceptance is a condition of Final Completion
Deliver warranty contacts and response procedures, and post the warranty service contact list in the facility.	Contractor	At Substantial Completion
Take part in the final walk-through with the Owner, held with the final inspection.	Contractor / Owner	With the final inspection
Warranty & Post-Occupancy		
Complete the Warranty Register for the Closeout Binder (Appendix F): the start date for each warranty (date of Substantial Completion, or completion of corrective work for items on the list), the correction period (two years, extended for work finished after Substantial Completion), and the term of each longer special warranty. Warranties for early release trades do not start until the entire Project reaches Substantial Completion.	Contractor	At Substantial Completion
Attend the warranty walk-through scheduled by the Owner's Representative 11 months after Substantial Completion and correct the items identified within the time the Agreement states.	Contractor / Owner's Rep	11 months after Substantial Completion
Track unresolved warranty items to completion. If the Contractor does not correct them, the Owner may correct them and recover its costs. The bonds cover warranty obligations.	Contractor / Owner's Rep	Through the correction period
Archiving		
Retain all Project records, including TERO, certified payroll, procurement, safety and financial records, for three years after final payment, or longer if the Owner notifies the Contractor under the Construction Addendum or an audit, claim or dispute is pending. Allow the Owner, the federal grantor and the Comptroller General access to the records.	Contractor	Three years after final payment
Project Specific Closeout Requirements		
[Closeout requirements stated in the Specifications for the Battle Creek Hatchery, from Division 01 and the technical sections. To be provided by the Engineer of Record.]	Engineer of Record to provide	[To be provided before issue]
The same for the Lower Tulalip Creek Hatchery. To be provided by the Engineer of Record.]	Engineer of Record to provide	[To be provided before issue]

Appendix H: Geospatial Documentation Requirements

Referenced from Part VII, Section 7.3 and Part XI, Appendix F, Section F.5. This Appendix supplements the record drawing, as-built, and closeout requirements of the A133 and Appendix F. It governs only the

geospatial documentation the Contractor must deliver for incorporation into the Owner's Geographic Information System (GIS). Geospatial data under this Appendix is part of the as-built drawings and closeout documentation required by Sections 11.2.1.3 and 11.2.1.4 of the A133, and its delivery is a condition of final payment as those Sections provide.

H.1 Applicability

This Appendix applies to all underground and exterior concealed assets, including pipes, conduits, and cables. It also applies to all appurtenances connected to the wet utilities, including manholes, culverts, valves, cleanouts, vaults, and similar structures, whether or not they are accessible after completion of the Work. It also applies to road segments constructed or modified under the Work, such as approaches and streets. It does not apply to parking lots.

The Contractor must provide geospatial data for all such assets constructed or modified under the Work. The data must accurately depict the final installed locations of those assets and be suitable for integration into the Owner's GIS. At a minimum, it must include all newly constructed, relocated, abandoned, or modified assets associated with the Work, with attribute information complete and including any information the Contract Documents require or the Owner requests.

- Underground utilities. Geospatial data for underground utilities is also governed by Part VII, Section 7.3, including the CCTV inspection requirement in that Section. Where this Appendix and Section 7.3 both apply to the same utility work, one submittal satisfying both is sufficient.
- Facility assets. Geospatial location data for an asset that also requires Facility Asset Documentation under Appendix E must use the same asset description and Owner-assigned Asset ID (once assigned) as the Appendix E submittal for that asset.

H.2 Reference System

All geospatial datasets must be referenced to the following:

- Horizontal datum: North American Datum of 1983, 2011 adjustment (NAD 83 (2011)).
- Coordinate system: Washington State Plane Coordinate System, North Zone, in US survey feet.
- Vertical datum: North American Vertical Datum of 1988 (NAVD 88), in US survey feet, using GEOID18 where heights are derived from GNSS. [Owner GIS to confirm the NAD 83 realization and geoid model.]

Submitted data must maintain consistent horizontal and vertical coordinates and must be free of translation, rotation, or scaling errors.

H.3 Positional Accuracy

As-built geospatial data submitted under this Appendix is record documentation, not a boundary, control, or construction survey. The Contractor must locate each asset to a horizontal accuracy of one foot or better, and must locate inverts, rims, and other elevation-critical assets to a horizontal and vertical accuracy of 0.1 foot or better. Accuracy must be determined and reported at the 95 percent confidence level in accordance with the National Standard for Spatial Data Accuracy (NSSDA). The Contractor may use any equipment and method that achieves these accuracies.

H.4 Format, Delivery, and Metadata

- **Format.** Geospatial data must be delivered as Esri Shapefile, File Geodatabase, or another GIS-compatible format the Owner approves. AutoCAD DWG or DXF files may accompany but do not substitute for the GIS data.
- **Delivery method.** The Contractor must deliver geospatial data files to the Owner's Representative by electronic file transfer, organized by asset type and submittal date. [Owner GIS to confirm whether a GIS data portal is available for direct submittal in place of file transfer, and to provide any file naming convention.]
- **Survey certification.** Geospatial data submitted under this Appendix is as-built documentation, not a boundary, control, or construction survey, and does not require preparation or certification by a Washington-licensed Professional Land Surveyor. The accuracy requirements of Section H.3 apply regardless of who collects the data.
- **Metadata.** Each geospatial dataset must be accompanied by FGDC-compliant metadata, or metadata compliant with the Owner's GIS metadata standard if different, including at minimum: dataset title and description; coordinate system and datum; date of data collection; equipment and collection method; positional accuracy achieved; and a description of each attribute field. [Owner GIS to confirm whether a metadata standard other than FGDC applies.]

H.5 Timing

Because Section 6.1.6.3 of the A133 assesses liquidated damages if Final Completion is not achieved within thirty (30) days after Substantial Completion, the Contractor must plan geospatial deliverables accordingly. The Contractor must submit draft geospatial data for all assets under this Appendix with its request for the Substantial Completion inspection, and final geospatial data in time to achieve Final Completion within that thirty (30) day period, consistent with Appendix F, Section F.5. Geospatial data for underground utilities must be submitted before Substantial Completion, consistent with Part VII, Section 7.3. [Optional: The Contractor must locate concealed assets before backfill or cover so that the accuracy requirements of Section H.3 can be met.]